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EASURE ISLAND DEVELOPMENT AUTHORITY ONE AVENUE OF THE PALMS, 2ND FLOOR, TREASURE ISLAND SAN FRANCISCO, CA 94130 (415) 274-0660 FAX (415) 274-0299 WWW.SFTREASUREISLAND.ORG

TREASURE ISLAND DEVELOPMENT AUTHORITY MEETING AGENDA

July 10, 2013 - 1:30PM

Room 400, City Hall 1 Dr. Carlton B. Goodlett Place

GOVERNMENT DOCUMENTS DEPT

DIRECTORS

JUL - 6 2013

Linda Richardson, President Claudine Cheng Larry Del Carlo, Secretary Mark Dunlop, CFO

John Elberhang Larry Mazzola Iri Jean-Paul Samaha Hon, Jane Kim (Ex-Officio)

Mirian Saez, Director of Island Operations Asja Steeves, Commission Secretary

ORDER OF BUSINESS

- Call to Order and Roll Call 1.
- General Public Comment. This item is to allow members of the public to address the Treasure Island Development Authority Board ("Authority Board") on matters that are within the subject matter jurisdiction of the Authority Board and that do not appear on the agenda. In addition to General Public Comment, Public Comment will be held during each item on the agenda (Discussion Item)

Estimated Length of Item: 10 minutes

- 3. Reports
- Report by Director of Island Operations (Discussion Item) This item is to allow the Director of Island Operations to report on staff activities, leasing, public safety, utilities, financials, on-Island events and to make announcements Estimated Length of Item: 15 minutes

- Report by Treasure Island Development Director (Discussion Item)
 This item is to allow the Treasure Island Development Director to report on activities related to the transfer and development of former Naval Station Treasure Island
 Estimated Length of Item: 10 minutes
- 4. Communications Received by TIDA (Discussion Item) Estimated Length of Item: 5 minutes
- 5. Ongoing Business by Board of Directors (Discussion Item)
 Estimated Length of Item: 5 Minutes
- 6. CONSENT AGENDA
 Estimated Length of Item: 5 minutes (Action Items)

All matters listed hereunder constitute a Consent Agenda, are considered to be routine by the Authority Board and will be acted upon by a single vote of the Authority Board. There will be no separate discussion of these items unless a member of the Authority Board so requests, in which event the matter shall be removed from the Consent Agenda and considered as a separate item.

- a. Approving the Minutes of the June 12, 2013 Meeting
- b. Resolution Approving Fiscal Year 2013/14 Minimum Monthly Rental Rate Schedule
- c. Resolution Approving and Authorizing Revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule
- d. Resolution Approving and Authorizing Execution of (i) the Professional Services Agreement Between the Treasure Island Development Authority and Boys & Girls Clubs of San Francisco for the Period from July 1, 2012 to June 30, 2013, in an amount not to exceed \$146,990; and (ii) Sublease No. 702 for Buildings 33A and B located at Former Treasure Island Elementary School – 401-13th Street, Treasure Island
- 7. Informational Presentation by Caltrans relating to the Labor Day 2013 Bridge Closure (Discussion Item)
 Estimated Length of Item: 10 Minutes
- 8. Resolution Approving Two Memoranda of Agreements Between the Treasure Island Development Authority ("Authority") and the San Francisco County Transportation Authority ("SFCTA"), (i) to complete Preliminary Engineering and Design for the I-80/Yerba Buena Island Interchange Improvement Project and for Right of Way Services, and (ii) to complete the Construction Phases of the Yerba Buena Island Ramps Improvement Project and to Authorize the Treasure Island Director to Negotiate the Specific Terms of the Agreements, subject to the approval of the City's Board of Supervisors (Action Item) Estimated Length of Item: 10 Minutes

9. Discussion of Future Agenda Items by Directors (Discussion Item)
Estimated Length of Item: 5 Minutes

10. POSSIBLE CLOSED SESSION TO CONFER WITH REAL PROPERTY NEGOTIATORS

- ***If approved by the Authority Board, this closed session will take place for approximately 30 minutes at the end of the meeting***
- a. Public comment on all matters pertaining to closed session.
- b. Vote on whether to hold closed session to confer with real property negotiators (Action item)

CONFERENCE WITH REAL PROPERTY NEGOTIATORS-pursuant to Government Code Section 54956.8, and Administrative Code Section 67.8(a) (2) and 67.12(b) (1).

Persons negotiating for the Authority: Charles Sullivan, Robert Beck
Persons negotiating with the Authority: United States Navy, Treasure Island
Community Development LLC

Property: Former Naval Station Treasure Island

Under Negotiation:

Price: _____ both: X

c. Reconvene in open session (Action item)

- 1.) Possible report on action taken in closed session under Agenda Item 10 (Government Code Section 54957.1(B)(3) and San Francisco Administrative Code Section 67.12(a) and 67.12(b)(2)
- 2.) Vote to elect whether to disclose any or all discussions held in closed session (San Francisco Administrative Code Section 67.12(a)).

11. Adjourn

Relevant documents such as resolutions, staff summaries, leases, subleases are available at the Treasure Island Development Authority Office, One Avenue of the Palms, Second Floor, Treasure Island, and the Government Information Center at the Main Library, 100 Larkin Street. Public comment is taken on each item on the agenda.

If any materials related to an item on this agenda have been distributed to the TIDA Board of Directors after distribution of the agenda packet, those materials are available for public inspection at Treasure Island Development Authority, Building One, 2nd Floor, One Ave. of Palms, San Francisco, CA 94130 during normal office hours.

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(Chapter 67 of the San Francisco Administrative Code)

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June 2013. Ms As, File payment

MEMORANDUM

To: Mirian Saez, Director of Operations Treasure Island Development Authority City of San Francisco 410 Palm Avenue

Building 1, 2nd Floor San Francisco, CA 94130

Date: April 4, 2013

RE: Base Rent Adjustment for the April 2013 to March 2014 period

Per the Sublease, Development, Marketing and Property Management Agreement between the Treasure Island Development Authority and the John Stewart Company, the Base Rent for the Sublease must be adjusted using a "CPI Adjustment" (Section 15.2). The agreement specifies that the adjustment will use the CPI for Urban and Wage Earners and Clerical Workers published most immediately preceding the Adjustment Date and compare this to the Index published most immediately preceding the prior Lease Year.

The CPI for the San Francisco-Oakland-San Jose area is attached (from the United State Department of abor, Bureau of Labor Statistics).

Based on the underlying sublease agreement language, the underlying \$500,000 base rent is inflated by CPI increase between 2012 and 2013. Base rent for the 2012-13 periods has been 605,700. The Base Rent for 2013-14 is therefore adjusted as follows:

Year over year adjustment from 2012 to 2013 is 240.262/234.648 = 1.023925 (see attached)

The new Base Rent adjustment for the upcoming period is:

(605,700.00) X (1.023925) = 620,191.00 (or 51,682.59 monthly)

The adjusted Base Rent payments as prescribed under the sublease will thus be adjusted to \$51,682.59 monthly for the April 2013 to March 2014 period.

Sincerely

Attachments

Cc: John Stewart, JSCo Connie Le, JSCo Lynny Lee, JSCo Dan Stone, JSCo Loren Sanborn, JSCo Paula Schlunegger, JSCo Jack Gardner, JSCo





MEMORANDUM

To: Minan Saez, Director of Operations, Treasure Island Development Authority

cc: Suzanne Wood, Edison Capital Jack Gardner, JSCo
John Stewart, JSCo Loren Sanborn, JSCo

Paula Schlunegger, JSCo Lynny Lee, JSCo

From: Jeffrev Kohler

Date: 6/18/2013

Subject: Percentage Rent for Treasure Island Housing Project Sublease for May 2013

JUN 24 2013 MR, AS, B, C-

Dan Stone, JSCo Connie Le, JSCo

Enclosed is our payment of Percentage Rent in the amount of \$251,133 for the May 2013 period, calculated per the sublease agreement. This figure is based on the accompanying attachments. You should note that these expenses reflect a suspension of reserve funding as outlined in the sublease requirements but continue to include accrued funds to pay Possessory Interest charges of the property. In addition, the amount disbursed has been reduced by \$9,378, recouping 1/36th of prior year audit adjustments outlined in the 2010 Audit (with an additional \$13.32 deduction in final repayment month).

Calculation of Funds Available for Distribution

TIDA receives 95% revenues remaining after adjusting gross revenues by operating expenses, current accretion due and the repayment of ledger balances based on sublease specifications. Funds expended for replacement reserve eligible items are expensed in the period expenses are recognized. To the degree that these costs are reimbursed from the replacement reserve account, percentage rent will be adjusted in the period that the reserve draw is approved.

For the month of May 2013, actual Total Revenues were 4.52% below budgeted Total Revenues which is the result of a delay in returning units to the rental market after the YBI unit selection program. Total expenses for May 2013 were approx 13.07% over budgeted for the month which is the result of a non-budgeted security expense in the amount of \$25,761 and unanticipated expenses related to preparing a significant number of units for the rental market at the conclusion of the YBI unit selection program. The result was that Funds Available for May 2013 Distribution were \$274,222 or about 30.68% below budgeted amounts.

Calculation of Percentage Rent

Based on operations, a total of \$274,222 in adjusted Gross Revenues after costs of operations are available for distribution for the May 2013 period. These revenues are distributed as follows:

May 2013 Distributions	May 2013 Actual	May 2013 Budgeted
Available for Distribution	\$274,222	\$274,222
Percentage rent for TIDA	\$260,511	\$375,806
Repay Prior overpayment 11th		
(1/36 TH total per period)	<u>-\$9,378</u>	
Net Disbursed as percentage rent to TIDA	\$251,133	\$375,806
Percentage rent for JSCO	\$13,711	\$19,779

This percentage rent breakdown reflects the current year split by TIDA/JSCo. Beginning with April 2005 disbursements, TIDA receives 95% of revenues after expenses, while the John Stewart Company percentage is 5% of the amount.

ESTIMATE OF R. UES AND OPERATING

EXPENSES FROM UPERATIONS Way 2013 Operations for Treasure Island Project

Draw 170 | Draw 171 | Draw 172 1,974 19,531 44,761 2,953 8,950 19,704 23.7% 1.124.089 (187,779) 2,778 5.373 7.989 6,813 188 2,353 1.253 6,075 37,436 28,242 2,150 1,040 3,625 1,869 8,760 Мау 1,125,645 (184,051) 4,085 3,220 ,594 2,043 28,242 4,110 1,869 17,896 37,774 88,163 7,009 8.645 36.501 138,057 April 1,127,138 (179,379) 22.5% 2,808 2,037 3.572 2,867 0,016 279 101 21,852 799, 8,936 36,337 March 2013 Draw 169 3,276 5,220 1,869 60,355 5,684 148 8,935 7,224 February 1,129,283 2,867 2,898 38.057 2013 1,128,175 (189,402) 186 Draw 166 | Draw 167 | Draw 168 2,202 8,538 7,962 6,814 1,862 8 1,080 1,700 1,869 17,189 January 2013 440 December 1,126,339 (192,690)2,232 4,404 2,867 2,157 428 1,310 3,500 1,834 18,311 23,056 2012 November 1,125,747 (203,895) 5,563 21,618 5,305 27,187 1,820 1,834 16,526 56,369 2,867 2.457 1,206 36,195 Draw 165 (219,114) 3,804 1,062 1,295 1,600 1,834 20,246 9,489 1,683 23,536 1,129,837 24,739 7.577 7987 767 28,242 October 2012 27.7% 27.3% 28.2% 27.0% 26.3% Draw 160 Draw 161 Draw 162 Draw 163 Draw 164 September (218,110) 1,663 3,985 1,834 18,944 7,689 41,68.1 20,065 1,118,725 3,857 4,250 3,51 28,24:2 28.530 2,8677 71,487 34,641 1,794 2,020 1,650 1,834 1,834 15,543 5,750 410 38,163 19,781 1,117,052 239,460) 6,459 3,026 3,409 2,867 1,576 7,785 233 5.929 57.803 August 2012 20,537 1.115,350 241,199) 5,961 1.060 16,342 24.233 6,409 1,198 015 30.531 670 1,730 2,995 1,834 18,612 8,926 3,513 267 53,177 30,301 Zni 6,140 2,045 18,407 1,115,083 (239,408)3,323 8,112 6,202 2,814 26,483 526 740 2,345 1,834 1,834 8,502 8,433 554 37,537 71,523 2012 June 1,115,512 (248,110) 938 716,1 1,350 1,780 1,834 18,885 20,580 18,139 2,335 5,618 3,409 2,814 5,492 4,591 36.170 125,589 2.201 May 6521 Operation/Maintenance Rent Free Unit 6525 Rubbish Removal ggregate Units Leased and Occupied during month 6500 OPERATING AND MAINTENANCE Subtotal: Administrative Expenses 5519& Pest -Supp& Contract & Bed Bugs Jnits ready for occupancy at Beginning of month 6300 ADMINISTRATIVE EXPENSES 6390 Miscellaneous Administrative 6386 Vehicle Lease & Insurance Jnits Leased and Occupied during month 6539 YBI Maintenance Payroll 6340 Legal Expenses 6350 Audit Fee/Bookkeeping 6520 Maintenance Contracts 5398 Remediation Expense 5210 Advertising/Marketing 6533 Fire Alarm Expenses 6510 Maintenance Payroll 6287 Model Unit/Office TI 3326 Temporary Services 6330 Manager/Supervisor EXPENSES FROM OPERATIONS 6392 Seminars/Training 5396 Computer Charges 6515 Janitorial Supplies 6534 Tree Maintenance 6536 Grounds Supplies 6537 Grounds Gontract 6315 Furniture Lease 6320 Management Fee 5589 Navy CAM Charge 6517 Contract Cleaning 6532 Security Supplies 5450 Subtotal: Utilities 8530 Security Contract REVENUE FROM OPERATIONS 3541 Repairs Material 6510 Janitorial Payroll 3311 Office Supplies 6250 Credit Reports 6310 Office Salaries 5370 Collection Loss 5385 Mileage/Travel djustment for Move-in Timing Estimate of Gross Revenue 5360 Telephone Gross Revenue Collected 6331 Staff Units Sredit Check Revenue Average Unit Rent financial Income Other Revenue

UES AND OPERATING PERATIONS ESTIMATE OF F EXPENSES FROM

26.3% 25.3% 24.9% 23.9% 24.0% 23.2% 22.5% 23.9% 23.7% Draw 164 Draw 165 Draw 169 Draw 170 Draw 1717 Draw 172 332,186 945,461 (50,475) (551,442) (28,242) 276,886 (263,042) 444 (10,600) (27,816) (13,844)(668,575) February 276,886 2013 941,162 (50,475) (438,139) (28,242) (555,418) 385,744 (366,457) (19,287) 439 (10,600) (27,962) January 2013 (50,475) (722,036) 214,028 (203,327) 440 (28,242) (10,600) December 936,064 (10,701) (27,702)2012 Actual 357,815 357,815 (339,924) (50,475) (453,263) 434 (28,242) November (17,891) 927,582 (27,187)Actual 2012 (50,475) 393,445 (28,242) 393,445 914,702 10,600 (24,739)(19,672) October Actual 2012 315,319 (299,555) (50,475) September Actual 904,634 (471,469) (28,242)(10,600) (28,530) (589,316) 315,318 (15,766) 2012 (527,965) (643,211) 241,006 (228,956) (10,600) 27.0% **Draw 163** 884,216 (28,242)(25,929) (12,050) August 2012 Draw 160 | Draw 161 | Draw 162 | 277,008 (263,158) Actual 880,277 (50,475)(489,719) (28.242)(10,600) (13,850)277,008 2012 July (50,475) (457,626) (575,055) 305,564 (290,286) 27.3% Actual 880,620 (10,600) (28,112) (28,242)(15,278)June (50,475) (395,258) (28,242) (10,600) 359,713 (341,727) 27.7% Actual 869,906 (25,618) 359,713 (17,986)2012 May DISBURSEMENT OF REVENUES (Per Sublease Agreement) Revenues Remaining for Distribution in Percentage Rent May 2013 Operations for Treasure Island Project Aggregate Units Leased and Occupied during month Jnits ready for occupancy at Beginning of month TIDA Share of Revenues (Percentage Rent) JSCo Share of Revenues (Percentage Rent) Jnits Leased and Occupied during month Revenues Net of Operating Expenses ess Replacement Reserve Funding Addback int security deposits Adjusted Gross Revenue ess Operating Expenses. Fotal Operating Expenses ess Marketing Fee Average Unit Rent Less CAM Charge Management Fee ess Base Rent DRAW

(665,052) (27,989)

398,958

(618,572)

441

440

2013 May

2013 April

March

Actual 939,274 546,539) (28,242)(51,683)

Actual 950,758 (500,406)

(50,475) (10,600)

(51,683) (427,742) (28,242)

(10,600) (28,645) 260,511) (13,711)

398,958 (379,010)

(19,948) (398,958)

(16,609) (332,186) 0

0

(276,886)

385,744)

(214,028)

(357,815)

(393,445)

(315,319)

241,006)

(277,008)

(305,564) 0

(359,713)

Ending Balance Gross Revenues Total Percentage Rent Disbursed

MEMORANDUM

To: Paula Schlunegger, Controller

cc. Loren Sanborn, JSCo John Stewart, JSCo Jack Gardner, JSCo Mari Tustin, JSCo Dan Levine, JSCo Lynny Lee, JSCo Connie Le, JSCo Dan Stone, JSCo

From: Jeffrey Kohler

Date: 6/18/2013

RE: Disbursements reflecting Draw 172 (May 2013 actual operations)

Based on calculations for TIDA and Edison, please complete the following transactions.

Operational Transfers –	Account Booked <u>AMOUNT</u>	<u>JSCO</u>	П
Write a check to the Treasure Island Development Authority for Percentage Rent for May 2013 period	251,133		7141-000
Reduce Accrued liability (reimbursing Villages for excess percentage rent) 11th payment (per 2010 audit) GL1132-000	9,378		7141-000
Write a check to JSCo for Percentage Rent for May 2013 Period	13,711	5512	7142-000
Thank you,			



MEMORANDUM

To:

Suzanne Wood, Edison Capital

cc:

John K. Stewart Paul

Loren Sanborn
Dan Stone

6/18/2013

Paula Schlunegger Lynny Lee Dan Levine Mari Tustin Connie Le Jack Gardner

From:

m: Jeffrey Kohler

Date: Subject:

Disbursement per Capital and Profits Participation Agreement

Per the Capital and Profits Participation Agreement by and between Edison Capital Housing Management and the John Stewart Company date April 18, 2001, the following amounts are due Edison Capital:

Amount net revenue remaining from Treasure Island after the payment of all property obligations (based on Revenues and Operating Expenses from operations submitted to TIDA for purposes of calculating Percentage Rent) and Percentage Rent amounts due the Treasure Island Development Authority for the June 2013 period (covering May 2013 operations).

 Total Revenue
 \$939,274

 Operating Costs
 -\$665,052

 EOY Reconciliation adjustment
 0

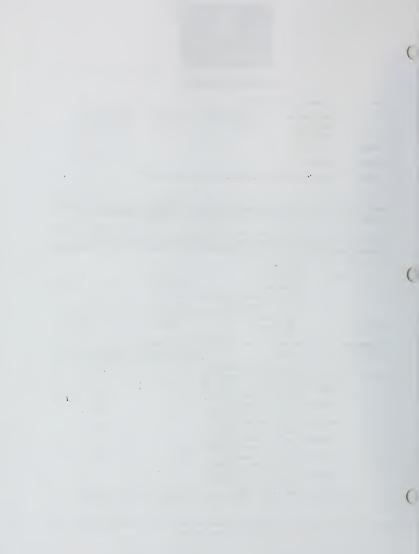
 TIDA Percentage Rent
 -\$260,511

 JSCo Developer Fee

 NET REVENUE
 \$13,711

Disbursement of Revenues per Capital and Profits Participation Agreement

		JSCo	Edison	Total
	Funds remaining to distribute			\$13,711
1.	the second secon	0	0	0
١.	Distribution from Schedule A to JSCo	0	0	0
	Funds remaining to distribute			\$13,711
2.	Amount to Edison per Section 3.4 (2)	0	0	. 0
	Funds remaining to distribute			\$13,711
3.	Amount to Edison per Section 3.4 (3)	0	0	0
0.	Funds remaining to distribute			\$13,711
4.	Amount due under Amendment, Parag. 9	0	0	0
	Funds remaining to distribute			\$13,711
5.		\$13,711	0	-\$13,711
	Funds remaining to distribute			
6.		0	0	0
	Funds remaining to distribute			0
. 7.		0	0	0
	TOTAL DUE	\$13,711	0	\$13,711
		\$13,711	0	\$13,711



June 2013 Treasure Island Crime Statistics Provided by Officer B. Dawson #2384 on behalf of Captain Redmond, Southern Station



				Comments
cc. Date	Case #	Location	Incident Type	Swords to Plowshares reported missing person, 37 year old
L-Jun-13	130452294	1433 Halibut Ct	Person	male.
2-Jun-13	130454284	13th St @ Avenue H	Auto Burglary	(S) smashed rear vehicle window and stolen suitcase containing computers.
2-Jun-13	130455248	1135 Mason Ct	Burglary	(V) reported that (S) unknown attempted to enter window via window. Window damaged, did not gain entry
-Jun-13	130454278	13th St @ Avenue H	Auto Burglary	(V) reported rear window smashed and cell phone stolen by (S) Unknown.
3-Jun-13	130460394	600 California Ave	Auto Burglary	(V) reported gym bag stolen from vehicle. Vehicle may have
J-Jun-13	130459353	1443 Chinnook Ct	Mental Health Detention	Subject placed on mental health hold for being a danger to self.
5-Jun-13	130462867	1409 Flounder Ct	Domestic Violence	Ongoing domestic violence between boyfriend and girlfriend. Under investigation.
5-Jun-13	130455696	California Ave @ Avenue	Suspicious Vehicle	Officers located vehicle involved in earlier aggravated assault
un-13	130463649	1253 Exposition Dr	Residential Burglary	(V) reported burglary while away from home. Entry was mad
5-Jun-13	130466568	Avenue H @ 9th St	Theft from Vehicle	(V) parked vehicle to play football. When he returned found
6-Jun-13	130467033	1252 Exposition Dr	Residential Burglary	(V) left residence for the day. Returned home and found rea sliding door open. Electronics missing.
7-Jun-13	130468592	291 Ave of the Palms	Auto Burglary	(V) reported her vehicles's window smashed and purse missing from vehicle.
7-Jun-13	130468605	291 Ave of the Palms	Auto Burglary	(V) reported vehicle's rear window smashed and purse stole
7-Jun-13	130468627	291 Ave of the Palms	Auto Burglary	(V) reported her vehicles's window smashed and purse missing from vehicle.
7-Jun-13	130468683	901 Avenue B	Found Property	A replica "airsoft" handgun was found inside a residence an turned over to police.
9-Jun-13	130474856	Confidential	Sexual Assault	Mother of Juvenile victim reported sexual battery. Investigation ongoing.
10-Jun-13	130478234	1433 Halibut Ct	Threats Report	Resident of Swords to Plowshares reported they were the victim of threats in Daly City. Appears no merit.
11-Jun-13	130480110	610 Avenue I	Vandalism	Construction storage container was found open with lock of Nothing missing.
11-Jun-13	130483073	1111 Kepler Ct	Recovered Stolen Vehicle	A stolen white Chevy van was recovered and found to be
13-Jun-13		60 Clipper Cove	Assault	(V) reported his was assault by his former roommate. Originally occurred on 11-02-12.
Jun-13	<u> </u>	1139 Ozbourn Ct	Threats Report	(V) reported threats via txt messages and email. (S) is know
15-Jun-13		1 Ave of the Palms	Found Property	Reportee found purse near guard rail. Associated to recent auto burglary

June 2013 Treasure Island Crime Statistics Provided by Officer B. Dawson #2384 on behalf of Captain Redmond, Southern Station

15-Jun-13	130493323	401 13th St	Vandalism	4 (J)'s were observed kicking window. Unknown if they desired to entered premise.
15-Jun-13	130492115	849 4th St	Attempted Commerical Burglary	Little League Snack shack was damaged and locks cut.
15-Jun-13	130492858	1404 Sturgeon St	Battery	(V) reported that he was struck by his (S) mother. No prosecution requested.
15-Jun-13	130493533	401 California Ave	Auto Burglary ,	(V) reported drivers side window shattered and wallet stolen by (S) Unknown.
15-Jun-13	130493549	401 California Ave	Auto Burglary	(V) parked at Oasis club and found window shattered. Missing small bag.
16-Jun-13	130494406	200 Ave of the Palms	Auto Burglary	(V) reported vehicle window shattered and purse stolen by (S) Unknown.
16-Jun-13	130495404	1113 Kepler Ct	Residential Burglary	(S) entered victims rear sliding door and stole electronic equipment while (V) was upstairs.
17-Jun-13	130497096	601 Ave of the Palms	Found Property	Security turned in used hypodermic syringes and narcotics paraphernalia.
19-Jun-13	130505213	1128 Reeves Ct	Residential Burglary	(S) entered rear sliding door of residence and stole electronics while (V) was away.
19-Jun-13	130502918	1403 Sturgeon St	Mental Health Detention	Subject was transported to San Francisco General Hospital as gravely disable and unable to care for themselves.
20-Jun-13	130506164	Confidential	Mental Health Detention	Subject threatened to harm family members while holding weapon. Transported to San Francisco General Hospital as a danger to self and others.
20-Jun-13	130507435	750 Avenue E	Suspicious Occurance	Personal property of known copper thief found in building 250.
20-Jun-13	130507601	901 Avenue B	Vandalism	(V) reported latch to rear gate had been damaged by (S) Unknown during the night.
20-Jun-13	130507883	4th St @ Avenue M	Auto Burglary	(V) found window of vehicle shattered and wallet/purse missing.
21-Jun-13	130509027	351 Avenue H	Commerical Burglary	Cabinet in classroom was pried open and power tools were stolen by (S).
21-Jun-13	130510488	191 Ave of the Palms	Theft from Vehicle	(V) left vehicle unlocked. When he returned, found wallet missing.
21-Jun-13	130511602	1410 Flounder Ct	Domestic Violence	(V) slapped in the face by (S) who fled the scene. (S) is known to the (V).
23-Jun-13	130516715	191 Ave of the Palms	Auto Burglary	(S) smashed vehicle window and stole (V)'s camera equipment during wedding service.
23-Jun-13	130516696	191 Ave of the Palms	Auto Burglary	(S) smahed vehicle window and stole firearm and Dept of Corrections ID of (V) during wedding service.
23-Jun-13	130516737	191 Ave of the Palms	Auto Burglary	(S) smashed vehicle window and stole victims wallet during wedding service.
24-Jun-13	130517945	. 1250 Exposition Dr	Theft Via Trick	(V) placed add for roommate on Craiglist and found herself victim of check fraud scheme.
26-Jun-13	130523920	1 Ave of the Palms	Commerical Burglary	(S) caught of video breaking into building. Nothing stolen.
28-Jun-13	130533333	1303 Sturgeon St	Death Report	(V) adult female died from apparent natural causes.

TREASURE ISLAND DEVELOPMENT AUTHORITY ONE AVENUE OF THE PALMS 2ND FLOOR, TREASURE ISLAND

MIRIAN SAFZ DIRECTOR OF ISLAND OPERATIONS

SAN FRANCISCO, CA 94130 (415) 274-0660 FAX (415) 274-0299 WWW. SETREASUREISLAND, ORG

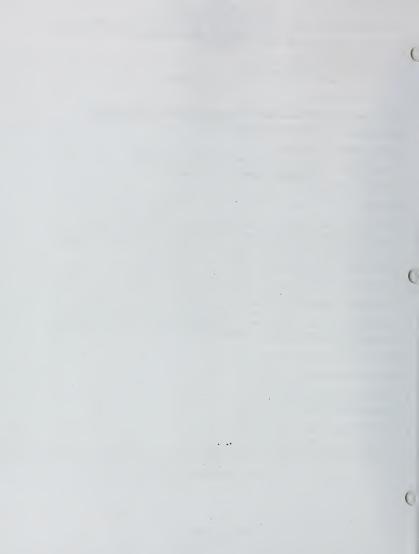
> Treasure Island Development Authority Board of Directors To:

Peter Summerville From: Date: July 5, 2013

Treasure Island Power Outgaes - June 2013 Re:

Cc: Mirian Saez, Director of Island Operations

On June 8th at approximately 10:20 PM Treasure Island experienced a power outage. The Public Utilities Commission (PUC) notified TIDA, issued an internal Roam Support Alert Network (RSAN) outage notification and immediately dispatched staff to the Island, 311 established a Temporary Event for information to the general public and issued an AlertSF notification. Cause was identified as a blown fuse within a transformer. Power was restored to all on-Island buildings except 1143 (units A through E) and 1145 (units A through E) Ozbourn Court at approximately 1:19 AM on June 9th. At time of power restoration early Sunday morning, PUC crews set up a backup generator to provide power to 1143 and 1145 Ozbourn Court until final system repairs could be made. On Tuesday June 11th, power to Ozbourn Court was temporarily disconnected to effect final repairs, re-connect 1143 and 1145 Ozbourn Court to the main Island power supply, and remove the temporary generators from the site.



PEASURE ISLAND DEVELOPMENT AUTHORITY
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MIRIAN SAEZ
DIRECTOR OF ISLAND OPERATIONS

To: Mirian Saez, Director of Island Operations

From: Peter Summerville, Project Office Staff

Date: July 5, 2013

Re: 2013 TI/YBI Community Clean-Up Day Results

The annual Treasure and Yerba Buena Islands Community Clean-Up took place Saturday, June 15th. Recology, the San Francisco Conservation Corps and Goodwill were on-hand to collect oversized/bulky items, recyclables, e-waste, household hazardous waste and acceptable donations. Please find attached to this memo data on materials collected as well as pictures of some of the items collected at the event. Special acknowledgment is given to Villages at Treasure Island staff for providing asneeded assistance throughout the day transporting bulky and oversized items to the event on behalf of Island residents.

TI/YBI Community Clean-Up Day

June 15, 2013

Recology Golden Gate

<u>Commodity</u> <u>Tons</u>

Recycables

Bin 1 1.8 Bin 2 1.9

Total Recycables 3.7
Percent of Recycling Tonnage: 79%

Garbage

Bin 1 0.5 Bin 2 <u>0.5</u>

Total Garbage 1.0
Percent of Garbage Tonnage: 21%

Recology Household Hazardous Waste Program

 Commodity
 Unit

 Motor oil
 17 gallons

 Household batteries
 20 lbs

 Flourescent tube lights
 15 tubes

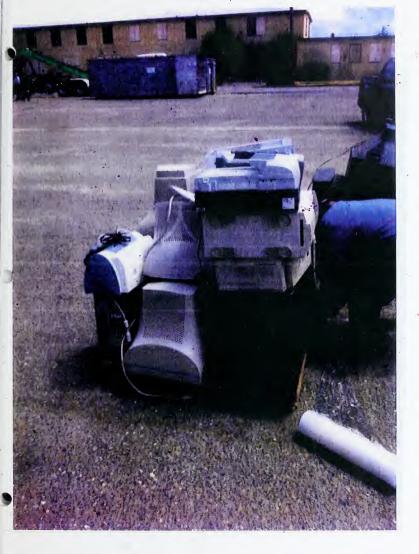
CFL lightbulbs 35 bulbs

Goodwill

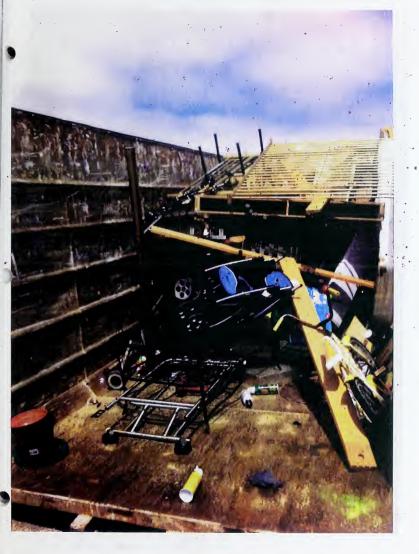
Commodity Tons

Donated Items/E-waste 5.2

Comprised of 50 individual donations









311 TIDA Summary as of June 30, 2013

Open

AGENCY	DPW BSES BUF	DPW BSES BUF	DI		AGENCY	PUC Streetlights	PUC Streetlights
OTHER DESCRIPTION			Customer lives on Treasure Island and her complimentary wireless connection isn't working. Please call her back with tech		OTHER DESCRIPTION AGENCY	AT THE BUS STOP	IFO the stated address The caller PUC Streetlights state sthat the light has been burnt
LOCATION	Graffiti on Building_other Intersection of AVENUE C and	Intersection of AVENUE H and	1440 CHINOOK CT, SAN FRANCISCO, CA, 94130		LOCATION	Intersection of BAYSIDE DR and GATEVIEW AVE	1401 STURGEON ST, SAN FRANCISCO, CA, 94130
TYPE	Graffiti on Building_other	Graffiti on Building_other	RCS - SEE QUEUE NAME		TWPE	Streetlight -	Streetlight - Light_Burnt_Out
CATEGORY	9/25/2012 10:15:25 AM Graffiti Private Property	10/7/2012 3:15:22 PM Graffiti Private Property	General Requests		CATEGORY	Streetlights	Streetlights
OPEN DT CATEGORY TYPE	9/25/2012 10:15:25 AM	10/7/2012 3:15:22 PM	. 12/6/2012 9:19:04 AM General Requests		OPEN DT CATEGORY	6/3/2013 11:40:54 AM Streetlights	6/18/2013 12:13:05 PM Streetlights
CASE ID	1	1524258	1762640	Closed	CASE ID	2443716	2504457

PUC Water

1114 HUTCHINS CT, SAN

6/27/2013 5:02:53 PM Sewer Issues

2540420



REASURE ISLAND DEVELOPMENT AUTHORITY

ONE AVENUE OF THE PALMS
BLDG. ONE, 2** FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299 WWW.SFTREASUREISLAND.ORG



MIRIAN SAFZ DIRECTOR OF ISLAND OPERATIONS

Treasure Island Development Authority Board of Directors To:

Mirian Saez, Director of Island Operations From:

July 3, 2013 Date:

Use Permit and Film Permit Waivers Re:

The following waivers and reductions were granted for the month of June 2013.

Fee Waivers:

- SFPD, SFFD, Port of SF, Exercise, June 11-12, 2013;
- SFPD Marine Unit, Training, June 11, 2013
- Berkeley Police Department, Training, June 19-20.24, 2013

Treasure Island Development Authority Subleases and Permits Executed Pursuant To Leasing Policy As of July 3, 2013

	Annual Rent/ Permit Fee	\$22,500.00	Waived	\$3,600.00	\$6,000.00	\$250.00	\$500.00
		2,500	Parcel A:20,723 Parcel B: 30,000	Parcel A: 50 Parcel B: 100	2,200	N/A	N/A
	Leasehold Sq. Ft. Type	Storage	School	Storage	Storage	Dance	Parking
	Commencement Date/Event Date	5/24/13	7/1//13	6/1/13	7/1/13	7/5/13	6/30/13
•	Leasehold Company Name / Status Prospective Subtenant (new / expired)	D. Tenenbaum, Inc. a Texas corporation	Life Learning Academy, Inc. a California non- profit corporation	Bear Communications, Inc. a California Corporation	World Headquarters, LLC, a California limited liability company	Bay Pearls, Inc. a California Corporation	Frederick and Ashbury, LLC a California limited liability company
	Leasehold Status (new / expired)	New	New	New	New	New	New
	Agreement Number	695	697	869	669	P-701	P-704
	Location / Facility	Building 211	Building 229	Building 1	Building 180 South Parking Lot	Great Lawn	Ship Shape, Eucalyptus Lots

CITY & COUNTY OF SAN FRANCISCO

REASURE ISLAND DEVELOPMENT AUTHORITY
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EVENTS, ACTIVITIES, FILMING & TRAINING Week of July 1, 2013– July 7, 2013

SATURDAY June 29, 2013

- Pavilion By The Bay- Wine Valley Catering-- Private Event, 200 Guests- 5:00PM-12:00AM
- Great Lawn- Treasure Island Flea Market, 2000 visitors- 7:00AM-5:00PM

SUNDAY June 30, 2013

- Casa De La Vista- Wine Valley Catering-Private Event- 5:00PM-12:00AM
- Great Lawn- Treasure Island Flea Market, 2000 visitors- 7:00AM-5:00PM
- Chapel- Wine Valley Catering-Private Event, 100 Guests-10:00AM-3:00PM

MONDAY July 1, 2013

No Scheduled Events

TUESDAY July 2, 2013

No Events Scheduled

WEDNESDAY July3, 2013

- YBI 240's- SFPD- Training- 8:00AM-5:00PM

THURSDAY July 4, 2013

- Fogwatch Picnic Area- Wine Valley Catering- Private Event, 200 guests- 10:00AM-9:00PM
- Great Lawn- General Public- 10:00AM-10:00PM- July 4th Celebrations, Fireworks Viewing, 3000-5000 attendees

FRIDAY - July 5, 2013

- Great Lawn- Bay Pearls Square Dance- 8:00AM-9:00AM, 200 People

SATURDAY July 6, 2013

- Pavilion By The Bay- Wine Valley Catering-- Private Event, 350 Guests- 4:00PM-12:00AM

6/28/2013

- Treasure Island Event Venue- Private Event, 200 People- 6:00PM- 12:00AM

SUNDAY July 7, 2013

No Events Scheduled



REASURE ISLAND DEVELOPMENT AUTHORITY
ONE AVENUE OF THE PALMS,
2¹⁰ FLOOR, TREASURE ISLAND
SAN FRANCISCO, CA 94130
(415) 274-0660 FAX (415) 274-0299
WWW STIPEASUREISI AND ORG

EVENTS, ACTIVITIES, FILMING & TRAINING Week of July 4, 2013– July 14, 2013

THURSDAY July 4, 2013

- Fogwatch Picnic Area- Wine Valley Catering- Private Event, 200 guests- 10:00AM-9:00PM
- Great Lawn- General Public- 10:00AM-10:00PM- July 4th Celebrations, Fireworks Viewing, 3000-5000 attendees
- Winery SF- Public Event- 6:00PM-10:00PM

FRIDAY - July 5, 2013

- Great Lawn- Bay Pearls Square Dance- 8:00AM-9:00AM, 200 People

SATURDAY July 6, 2013

- Pavilion By The Bay- Wine Valley Catering-- Private Event, 350 Guests- 4:00PM-12:00AM
- Treasure Island Event Venue- Private Event, 200 People- 6:00PM-12:00AM
- Winery SF-Private Event, 150 People- 6:00PM-12:00AM

SUNDAY July 7, 2013

- No Events Scheduled- 10:00AM-3:00PM

MONDAY July 8, 2013

 Building One Basement – Indigo Films- Film Production – 12:00PM-10:00PM

TUESDAY July 9, 2013

 YBI Units 105 A/B Forrest Rd.- Film Production – 12:00PM-5:00PM

WEDNESDAY July 10, 2013

 YBI Units 105 A/B Forrest Rd.- Film Production – 8:00AM-10:00PM

THURSDAY July 11, 2013

No Events Scheduled

FRIDAY – July 12, 2013

 Treasure Island Chapel- Indigo Films- Film Production- 10:00AM-12:00PM

SATURDAY July 13, 2013

- Treasure Island Event Venue- Private Event, 250 People- 6:00PM-1:45AM
- Building One- Treasure Island Museum Association Lecture Series- 10:30AM-12:00PM
- Winery SF Private Event, 250 People-6:00PM-12:00AM
- Great Lawn Wedding Ceremony- 2:00PM-9:00PM

SUNDAY July 14, 2013

No Events Scheduled

Bid Document

Bid Raquest Information
Bid Type: Consultants and Professional Services
Bid Number:TIDA RFP #8001
Agency: Treasure Island Development Authority
Bid Title: Management, Operation and Recreational Services Programming at Treasure Island
Bid Due: 71/10/2013
Time Due: 12:00 pm
Duration: 3 years
Estimated, 54:45,000 annually

Description
On June 25, 2013 (2:00 p.m.) the following document was added:
RFP001_Gym_Addendum01.pdf

The Treasure Island Development Authority (the "Authority") seeks proposals from Proposers with demonstrated experience in the management and operation of recreational facilities, and in the related programming of recreational services. The Authority is seeking an organization experienced in recreation provision and facilities management to staff and operate the Gymnasium on a year-round basis and develop continuous recreation and leisure programming that will meet the athletic and social needs of both the diverse population of Treasure and Yerba Buena Islands and other residents of the City and County of San Francisco. The operator of the Gymnasium should maintain a high level of community engagement and act as a good neighbor to the larger Island community. The Gymnasium operator is expected to comptly with the requirements of the Treasure Island Homeless Development Initiative (TIHD) Workforce Hiring Plan, ass et of individuals.

Pre-bid Conference
Date:6/27/13
Time:10:00 am
Location:Treasure Island Gymnasium749 9th Street @ Avenue MTreasure Island

Contact's Name Name:Richard Rovetti

Contact's Phone, Fax, Email Address Phone: (415) 274-3365 Fax: E-mail:richard.rovetti@sfgov.org

More Info.?: Request additional information about this bid.

Attached Files # files: 2

Click link(p) below to download files:

RFP001 Cym_Addendum01 pdf

RFP001 Cym_FINAL pdf



Return

Contact SFGov Accessibility

Policies

Object County of San Francisco (2000) 20



REQUEST FOR PROPOSALS FOR THE MANAGEMENT, OPERATION, AND PROGRAMMING OF RECREATIONAL SERVICES FOR THE TREASURE ISLAND GYMNASIUM, TREASURE ISLAND RFP #001

CONTACT: Richard A. Rovetti

Background

The Treasure Island Development Authority seeks proposals from Proposers with demonstrated experience in the management and operation of recreational facilities, and the programming of recreational services. The Authority is seeking an organization experienced in recreation provision and facilities management to staff and operate Building 402, the Treasure Island Gymnasium (the "Gymnasium") and develop continuous recreation and leisure programming that will meet the athletic and social needs of both the diverse population of Treasure and Yerba Buena Islands and other residents of the City and County of San Francisco. The contract period is anticipated to be three (3) years, with a possible extension of an additional three (3) years. The Contractor selected must be available to commence work on or before October 1. 2013.

..

Schedule*

RFP Issued	06-6-2013
Deadline for RFP questions	06-20-2013 (12 p.m. PT)
Answers to RFP questions posted online	06-25-2013
Pre-Proposal Conference	06-27-2013 (10 a.m. PT)
Deadline for proposals	07-10-2013 (12 p.m. PT)
Contract award intent notification	08-15-2013
Contract begins	10-01-2013

^{*}Each date subject to change. Check website for latest schedule.

REQUEST FOR PROPOSALS FOR THE MANAGEMENT, OPERATION, AND PROGRAMMING OF RECREATIONAL SERVICES FOR THE TREASURE ISLAND GYMNASIUM. TREASURE ISLAND

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II.	Scope of Work	3
III.	Proposal Submission Requirements	5
IV.	Evaluation Criteria	7
V.	Protest Procedures	9
VI.	Additional Terms	1

RFP Attachments:

- A. Acknowledgement of RFP Terms and Conditions
- B. Authority's Professional Services Agreement document
- C. Authority's Sublease document
- D. TIHDI Workforce Hiring Plan

1. Introduction

General terms used in this RFP. The "Proposer" refers to any entity submitting a proposal to this Request for Proposals ("RFP"). The "Contractor" refers to the Proposer awarded a contract for services under this RFP.

1.1 Statement of Need and Intent

The Treasure Island Development Authority (the "Authority") seeks proposals from Proposers with demonstrated experience in the management and operation of recreational facilities, and in the related programming of recreational services. The Authority is seeking an organization experienced in recreation provision and facilities management to staff and operate the Gymnasium on a year-round basis and develop continuous recreation and leisure programming that will meet the athletic and social needs of both the diverse population of Treasure and Yerba Buena Islands and other residents of the City and County of San Francisco. The operator of the Gymnasium should maintain a high level of community engagement and act as a good neighbor to the larger Island community. The Gymnasium operator is expected to comply with the requirements of the Treasure Island Homeless Development Initiative (TIHDI) Workforce Hiring Plan, as set forth in Attachment D of this document, which requires job and job-training opportunities for low-income and formerly homeless individuals.

1.2 Background

The Authority is a non-profit public benefit corporation created to act as the local reuse authority dedicated to the conversion and economic redevelopment of former Naval Station Treasure Island. The Authority is the Local Reuse Authority for Treasure Island and the Tidelands Trust trustee for the portions of Treasure Island /Yerba Buena Island (collectively the "Islands"). Under a Cooperative Agreement with the U.S. Navy, pending transfer of the former naval base to the Authority, the Authority also performs and administers vital municipal services for the residential and daytime population during the interim reuse of the former military base.

The Islands community is comprised of over 3,000 residents, including homeless and formerly homeless families residing in supportive housing and renters living in market-rate housing, as well as a large daytime population of employees and staff of various on-Island commercial tenants and organizations. During its interim administration of the Island, the Authority seeks to provide social and recreation opportunities for the Island population through reuse of the former Naval facilities, including the Gymnasium. The Gymnasium is under a master lease the Authority by the United States Navy, and use of the Gymnasium is subject and subordinate to the master lease. If the master lease terminates for any reason, the contracts awarded under this RFP would simultaneously terminate without cost or liability to the Authority.

The Gymnasium is currently operated by a non-profit organization staffed by a Gymnasium Director and an assistant on a year round basis, and offers a variety of recreation and leisure programming, sports leagues, tournaments, organized competitions and after-school activities for Island residents and residents of the City and County of San Francisco.

2. Scope of Work

This scope of work is a general guide to the work the Authority expects to be performed, and is not a complete listing of all services that may be offered by a Proposer.

The Authority is seeking an organization experienced in gymnasium/recreation center operation and community based recreation programming to provide staffing, operation and recreation & leisure programming to Island residents and workers and the general public at the Treasure-Island Gymnasium. The Gymnasium is a 30,565 square foot building housing regulation basketball courts, four handball courts, accessible public restrooms, equipment and office space. The Gymnasium is the main public recreation and athletic facility for the population of the Islands, as well as a hub for organized activities and organized sports leagues available to Island residents and the City as a whole. The selected Contractor should be amenable to working in coordination with other on-Island service providers in order to assure maximum utilization of the facility and access to programming by the entire Island community.

Proposed recreation programming for the Gymnasium must provide diverse recreation and leisure opportunities that cater to families as well as individuals, promote a healthy lifestyle, offer appropriate year-round recreational opportunities to a variety of age groups, and establishes the Gymnasium as a community gathering location and community resource. Input and participation by Island residents and the various on-Island community benefit organizations is highly encouraged for the initial planning and scheduling of recreation and leisure programming by the selected Contractor, and a method for regular community feedback should be established in order to assure that on-going and future planning and programming takes community needs and requests into consideration. The selected Contractor shall be required to comply with the TIHDI Workforce Hiring Plan attached hereto as Attachment F. The Authority reserves the right to work with the selected Contractor to establish appropriate programs and activities beneficial to the community.

The Gymnasium shall be staffed at appropriate levels so as to assure convenient and regular year-round availability of the Gymnasium and associated recreation and leisure programming to the community. The Gymnasium operator shall be responsible for day to day maintenance and minor repairs to the Building. Major repairs, alterations and improvements shall require Authority's prior written approval. Utility expenses shall be the responsibility of the Authority.

Under the terms of the contract, the Authority anticipates to provide up to, but not exceeding. One Hundred and Forty Five Thousand Dollars (\$145,000) annually for operation and programming of the Gymnasium. The selected Contractor will be responsible for preparing an annual budget, including all costs of operations and maintenance (but excluding unforeseen damages/destruction and extraordinary capital costs). Current day-to-day access to the Gymnasium facility and use of its general programming is provided at no-cost to Island residents, workers and the general public. Organized leagues and special competitions and events organized by the current operator are fee-based in order to offset expenses associated with these leagues and events. Proposals should seek to maintain this general structure (of fee and no-fee uses), provided the Authority is interested in proposals that would increase revenues at the Gymnasium to offset increases in operating expenses.. The operator of the Gymnasium will be allowed to market and manage the Gymnasium for revenue-generating uses, such as private parties, sports tournaments, participation fees for organized leagues and spectator events and demonstrations. Certain improvements to the Gymnasium may enhance the viability of the facility for providing improved recreational activities for the community as well as the facility's desirability as a venue for revenue-generating uses such as those previously mentioned. Potential upgrades may include, but shall not necessarily be limited to the following: interior remodeling; restroom improvements; HVAC upgrades; improved signage; new exercise equipment; and new flooring.

Proposers are encouraged to include proposed terms under which specific facility upgrades could be funded via promotion, marketing and use of the Gymnasium as a venue for tournaments and special-event uses.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work or activities that a Proposer may wish to include in its proposal. The following are work tasks assumed necessary to operate and staff the Gymnasium and provide recreation and leisure programming for the Islands residents and the City and County of San Francisco. Proposing teams may suggest a modified scope as part of their proposal.

- Establish and implement a day-to-day operations plan for the Gymnasium including, but not limited to, hours of operation, scheduled use of the facility for various activities and programming, staffing levels, protocol and rules for use of the facility by the public and plans for public-outreach initiatives.
- Establish an inclusive recreation and leisure programming plan that addresses the needs of a diverse population, including planning, scheduling and establishing sports leagues, after-school and summertime activities.
- 3. Prepare an annual budget encompassing Gymnasium operation, staffing and recreation and leisure programming. This budget should clearly specify and detail the expenditure of the revenue provided by the Authority. This budget should also contemplate additional revenue generated by private rental of the Gymnasium, provide assumptions supporting projections of additional revenue, and specify the allocation of this additional revenue for Gymnasium operations, programming, and facility upgrades and improvements.

3. Proposal Submission Requirements

3.1 Time and Place for Submission of Proposals

Proposals and all related materials must be received by Wednesday July 10, 2013 at 12 Noon PDT. Proposals shall be either delivered in person or mailed to:

Treasure Island Development Authority RFP# 001 (Gymnasium Operations) Attn: Richard A. Rovetti One Avenue of Palms, Suite 241 San Francisco. CA 94130

Proposers shall submit one (1) original and five (5) copies of the proposal in an envelope clearly marked "RFP# 001 (Gymnasium Operations) to the above location. Proposals that are submitted by fax or any electronic means will not be accepted.

Postmarks will not be considered in judging the timeliness of submissions. Proposals submitted by e-mail or fax will not be accepted. Note that Proposers hand-delivering proposals to Treasure Island Development Authority may be required to open and make packages accessible for examination by security staff.

3.2 Proposal Package

The following items must be included in your proposal and packaged in a box or envelope clearly marked RFP# 001 (Gymnasium Operations).

Complete, but concise proposals, are recommended for ease of review by the Evaluation Team. Proposals should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Marketing and sales type information should be excluded. All parts, pages, figures, and tables should be <u>numbered and clearly labeled</u>.

A. One Original printed Proposal (with original signatures) labeled as "Original" and five printed copies of Proposal labeled as "Copy"

Firms interested in responding to this RFP must submit the following information, in the order specified below:

Introduction and Executive Summary (up to 2 pages)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by a person authorized by your firm to obligate your firm to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your firm that your firm is willing and able to perform the commitments contained in the proposal.

Organizational Capacity, Organizational Experience and Project Approach (up to 10 pages)

Provide the following information:

- a. A description of the proposing agency and the agency mission;
- A description of the proposing agency's experience providing recreation and leisure programming to a diverse community and experience operating a similar public recreation and leisure facility:
- c. A description of the recreation and leisure programming proposed for the Treasure Island Gymnasium, including number of people and ages served, services and activities to be provided: and
- A description of the proposing agency's experience with job training programs and a description of any job-training programs proposed for integration with operation of the Treasure Island Gymnasium.
- 3. Financial Proposal (Up to 5 pages)

Provide the following information:

- A projected start-up budget necessary to begin operation of the Gymnasium and provision of recreation and leisure services for the Gymnasium for the period from October 1, 2013 to June 30, 2018;
- A projected annual operating budget for successor years (if different), clearly stating assumptions underlying the projected operating expenses and revenues; and
- c. A description of projected revenue sources, including rentals, memberships, grants and other fundraising income. Clearly state assumptions underlying the projected revenue sources.
- 4. Experience with Community Involvement and Collaboration (up to 5 pages)

Provide the following information:

- A description of prior experience in providing recreation and leisure programming to a diverse community which includes low-income and homeless or formerly homeless residents; and
- A description of prior experience in providing recreation and leisure programming for youth and children.
- 5. Commitment to Execution of Proposal (up to 5 pages)

Provide the following information:

- a. Identify the initial key staff for this project and their experience;
- b. Attach a letter from your Executive Director supporting response to this RFP;
- c. Provide a timeline showing proposed start-up of gym operations and programming implementation, including ability to open Gymnasium and begin programming by or shortly after October 1, 2013.

6. Required Forms

RFP Attachment A Acknowledgement of RFP Terms and Conditions

4. Evaluation Criteria

This section describes the guidelines to be used for analyzing and evaluating the proposals. It is the Authority's intent to select Proposer(s) for contract negotiations that will provide the best overall service package to the Authority inclusive of fee considerations. Proposers selected for contract negotiations are not guaranteed a contract. This RFP does not in any way limit the Authority's right to solicit contracts for similar or identical services if, in the Authority's sole and absolute discretion, it determines the proposals are inadequate to satisfy its needs.

4.1 Evaluation Team

Authority representatives and Island service provider representatives will serve as the Evaluation Team responsible for evaluating Proposers. Specifically, the team will be responsible for the evaluation and rating of the proposals, and for interviews, if desired by the Authority.

4.2 Proposal Evaluation Criteria (100 points)

Each proposal will be evaluated in accordance with the criteria generally described above, and as more particularly described below. The proposals will be evaluated by a committee selected by the Authority, who will make a recommendation to the Authority Director for the start of negotiations.

- Organizational Capacity, Organizational Experience and Project Approach (30 points)
 - Proposer's experience providing recreation and leisure programming to a diverse community and experience operating a similar public recreation and leisure facility:
 - Appropriateness, creativity, quality and diversity of the recreation and leisure programming proposed; and
 - c. Number of people served by proposed programs.
- 2. Experience with Community Involvement and Collaboration (20 points)
 - Prior experience working with diverse communities, and diversity of populations served by proposed programming;
 - Prior experience working providing recreation and leisure programming for youth and children; and
 - Proposer's experience with job training programs and proposed job training integrated with operation of the Treasure Island Gymnasium.

Commitment to Execution of Proposal (20 points)

- Experience and qualifications of staff; and
- Ability to commence operations by or shortly after October 1, 2013 and otherwise satisfy the requirements of this RFP.

4. Financial Proposal (30 points)

- Start-up budget necessary to begin operation of the Gymnasium and programming;
- b. Projected annual operating budget and expense assumptions; and
- Proposed revenue sources, including rentals, memberships, grants and other fundraising income.

4.3 Contractor Selection Processes

Selection Interviews

The selection panel may, but is not required to, hold interviews. Up to two (2) of the highest scoring Proposers may be invited to interviews with the Evaluation Team. Interviews, if pursued by the Authority, will consist of standard questions asked of selected Proposers, and specific questions regarding individual proposals. If held, the interviews will be worth twenty five (25) points. Points awarded for interviews will be separate from the points awarded during the Proposal Evaluation process. The lead staff members that will be assigned to the project should be present for the interview.

Other Terms and Conditions

The selection of any Proposer for contract negotiations shall not imply acceptance by the Authority of all terms of the proposal, which may be subject to further negotiation. Any final contract must be approved by the Authority Board in its sole and absolute discretion. Selection for negotiations, and completion of contract negotiations by staff and the proposer, is no quarantee that the Authority Board will award a contract.

The Authority will select the most qualified and responsive Proposer with whom the Authority staff will commence contract negotiations. If a satisfactory contract cannot be negotiated in a reasonable time with the selected Proposer, then the Authority, in its sole discretion, may terminate negotiations and begin contract negotiations with the next highest scoring Proposers it deems qualified or select an operator through some other process. The Authority reserves the right at any time to approve, disapprove, or modify proposed project plans, timelines and deliverables

5. Protest Procedures

5.1 Protest of Non-Responsiveness Determination

Within five (5) working days of the Authority's issuance of a notice of non-responsiveness, any Proposer that has submitted a proposal and believes that the Authority has incorrectly determined that its proposal is non-responsive may submit a written notice of protest by mail or e-mail (fax is not acceptable). Such notice of protest must be received by the Authority on or before the fifth (5th) working day following the Authority's issuance of the notice of notest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the Authority to determine the validity of the protest.

5.2 Protest of Contract Award

Within five (5) working days of the Authority's issuance of a notice of intent to award a contract under this RFP, any Proposer that has submitted a responsive proposal and believes that the Authority has incorrectly selected another Proposer for award may submit a written notice of protest by mail or e-mail (fax is not acceptable). Such notice of protest must be received by the Authority on or before the fifth (5th) working day after the Authority's issuance of the notice of intent to award a contract

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Proposer, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the Authority to determine the validity of the protest.

5.3 Delivery of Protests

All protests must be received by the due date. If a protest is mailed, the protestor bears the risk of non-delivery within the deadlines specified herein. Protests should be transmitted by a means that will objectively establish the date the Authority received the protest. Protests or notice of protests made orally (e.g., by telephone) or by fax will not be considered. Protests must be delivered to:

Treasure Island Development Authority RFP# 001 (Gymnasium Operations) Attn: Richard A. Rovetti One Avenue of Palms, Suite 241 San Francisco, CA 94130 Email. Richard, Rovetti@sfgov.org

6. Additional Terms

A. Errors and Omissions in RFP

Proposers are responsible for reviewing all portions of this RFP. Proposers are to promptly notify the Authority, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Authority promptly after discovery, but in no event later than five working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

B. Inquiries Regarding RFP

Inquiries regarding the RFP and all oral notifications of an intent to request written modification or clarification of the RFP, must be directed to:

Treasure Island Development Authority RFP# 001 (Gymnasium Operations) Attn: Richard A. Rovetti One Avenue of Palms, Suite 241 San Francisco, CA 94130 Email. Richard.Rovetti@sfgov.org

C. Change Notices

The Authority may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website. The Proposer shall be responsible for ensuring that its proposal reflects any and all Change Notices issued by the Authority prior to the proposal due date regardless of when the proposal is submitted. Therefore, the Authority recommends that the Proposer consult the website frequently, including shortly before the proposal due date, to determine if the Proposer has downloaded all Change Notices.

D. Revision of Proposal

A Proposer may revise a proposal on the Proposer's own initiative at any time before the deadline for submission of proposals. The Proposer must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date.

In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any Proposer. At any time during the proposal evaluation process, the Authority may require a Proposer to provide oral or written clarification of its proposal. The Authority reserves the right to make an award without further clarifications of proposals received.

E. Proposer's Obligations under the Campaign Reform Ordinance

Proposers must comply with Section 1.126 of the S.F. Campaign and Governmental Conduct Code, which states:

No person who contracts with the City and County of San Francisco for the rendition of personal services, for the furnishing of any material, supplies or equipment to the City, or for selling any land or building to the City, whenever such transaction would require approval by a City elective officer, or the board on which that City elective officer serves, shall make any contribution to such an officer, or candidates for such an office, or committee controlled by such officer or candidate at any time between commencement of negotiations and the later of either (1) the termination of negotiations for such contract, or (2) three months have elapsed from the date the contract is approved by the City elective officer or the board on which that City elective officer serves.

If a Proposer is negotiating for a contract that must be approved by an elected local officer or the board on which that officer serves, during the negotiation period the Proposer is prohibited from making contributions to:

- · the officer's re-election campaign
- · a candidate for that officer's office
- · a committee controlled by the officer or candidate.

The negotiation period begins with the first point of contact, either by telephone, in person, or in writing, when a contractor approaches any city officer or employee about a particular contract, or a city officer or employee initiates communication with a potential contractor about a contract. The negotiation period ends when a contract is awarded or not awarded to the contractor. Examples of initial contacts include: (1) a vendor contacts a city officer or employee to promote himself or herself as a candidate for a contract; and (2) a city officer or employee contacts a contractor to propose that the contractor apply for a contract. Inquiries for information about a particular contract, requests for documents relating to a Request for Proposal, and requests to be placed on a mailing list do not constitute negotiations.

Violation of Section 1.126 may result in the following criminal, civil, or administrative penalties:

- Criminal. Any person who knowingly or willfully violates section 1.126 is subject to a fine of up to \$5,000 and a jail term of not more than six months, or both.
- Civil. Any person who intentionally or negligently violates section
 1.126 may be held liable in a civil action brought by the civil prosecutor for an amount up to \$5.000.
- Administrative. Any person who intentionally or negligently violates section 1.126 may be held liable in an administrative proceeding before the Ethics Commission held pursuant to the Charter for an amount up to \$5,000 for each violation.

For further information, Proposers should contact the San Francisco Ethics Commission at (415) 581-2300.

F. Sunshine Ordinance

In accordance with S.F. Administrative Code Section 67.24(e), contractors' bids, responses to RFPs and all other records of communications between the City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a

private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefits until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

G. Public Access to Meetings and Records

If a Proposer is a non-profit entity that receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the S.F. Administrative Code, the Proposer must comply with Chapter 12L. The Proposer must include in its proposal (1) a statement describing its efforts to comply with the Chapter 12L provisions regarding public access to Proposer's meetings and records, and (2) a summary of all complaints concerning the Proposer's compliance with Chapter 12L that were filed with the City in the last two years and deemed by the City to be substantiated. The summary shall also describe the disposition of each complaint. If no such complaints were filed, the Proposer shall include a statement to that effect. Failure to comply with the reporting requirements of Chapter 12L or material misrepresentation in Proposer's Chapter 12L submissions shall be grounds for rejection of the proposal and/or termination of any subsequent Agreement reached on the basis of the proposal.

H. Reservations of Rights by the Authority

The issuance of this RFP does not constitute an agreement by the Authority that any contract will actually be entered into by the Authority. The Authority expressly reserves the right at any time to:

- 1. Waive or correct any defect or informality in any response, proposal, or proposal procedure;
 - Reject any or all proposals:
 - 3. Reissue a Request for Proposals;
- 4. Prior to submission deadline for proposals, modify all or any portion of the selection procedures, including deadlines for accepting responses, the specifications or requirements for any materials, equipment or services to be provided under this RFP, or the requirements for contents or format of the proposals:
- 5. Procure any materials, equipment or services specified in this RFP by any other means; or
 - 6. Determine that no project will be pursued.

No Waiver

No waiver by the Authority of any provision of this RFP shall be implied from any failure by the Authority to recognize or take action on account of any failure by a Proposer to observe any provision of this RFP.

J. Local Business Enterprise Goals and Outreach

There are no Local Business Enterprise goals required of this RFP.





ADDENDUM NO. 1

REQUEST FOR PROPOSALS # TIDA RFP-001

Management, Operation and Recreational Services Programming at Treasure Island Gymnasium

TO ALL PROSPECTIVE PROPOSERS:

The Request for Proposals (RFP) TIDA RFP-001 Management, Operation and Recreational Services Programming at Treasure Island Gymnasium is amended in accordance with the following Addendum No. 1 which is made part of said RFP.

The proposal deadline date has not changed as a result of the issuance of the following Addendum. All proposals are due on Wednesday, July 10, 2013 by 12:00 p.m. as set forth in Request for Proposals.

Change No. 01

On Page 12, section 6J - Local Business Enterprise Goals and Outreach, the section currently reads as follows:

"There are no Local Business Enterprise goals required of this RFP."

On Page 12, section 6J - Local Business Enterprise Goals and Outreach, the section is amended as follows:

"The requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance") shall apply to this RFP.

1. LBE Subconsultant Participation Goals

The LBE subcontracting goal has been waived for this RFP.

- 2. Certified LBE Bid Discount /Rating Bonus
 - a) Micro LBE and Small LBE Rating Bonus

The City strongly encourages proposals from qualified, certified Micro and Small LBEs. Pursuant to Chapter 14B, a rating bonus will be in effect for the award of this project for any proposers who are certified by CMD as a Micro or Small LBE, or joint ventures where the joint venture partners are in the same discipline and have the specific levels of participation as identified below. For joints ventures, the certified Micro and for Small LBE must be an active partner in the joint venture and perform work, manage the job and take financial risks in proportion to the required level of participation stated in the proposal, and must be responsible for a clearly defined portion of the work to be performed and share in the ownership, control, management responsibilities, risks, and profits of the joint venture. The portion of the certified Micro and/or Small LBE joint venture's work shall be set forth in detail separately from the work to be performed by the non-LBE joint venture partner. The certified Micro and/or Small LBE joint venture's portion of the contract must be assigned a commercially useful function. Certification applications may be obtained by calling CMD at [415] 581-2310.

The rating bonus applies at each phase of the selection process. The application of the rating bonus is as follows:

- i) 10% to a certified Micro or Small LBE; or a joint venture between or among certified Micro or Small LBEs;
- ii) 5% to a joint venture with certified Micro and/or Small LBE participation, whose participation is equal to or exceeds 35%, but is under 40% or
- iii) 7.5% to a joint venture with certified Micro and/or Small LBE participation, whose participation equals or exceeds 40%; or
 - iv) 10% to a certified non-profit entity.

The rating bonus will be applied by adding 5%, 7.5%, or 10% (as applicable) to the score of each firm eligible for a bonus for the purposes of determining the highest ranked firm.

b) Small Business Administration (SBA) LBE Rating Bonus

Pursuant to Chapter 14B.7(E), a 2% rating bonus will be in effect for proposers who are certified by CMD as a SBA LBE; however, the 2% rating bonus shall not be applied at any stage if it would adversely affect a Micro or Small LBE proposer or a J/V with LBE participation.

3. CMD Forms to be Submitted with Proposal

a)

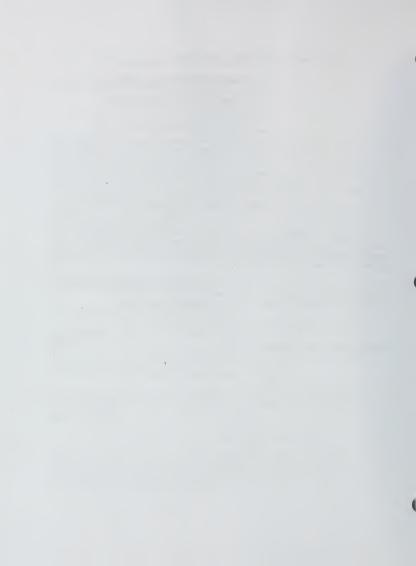
All proposals submitted must include the following CMD Forms contained in the CMD Attachment 2: I) Form 2A, CMD Contract Participation Form, ii) Form 3, CMD Non-Discrimination Affidavit, iii) Form 4, CMD Joint Venture Form (if applicable), and iv) Form 5, CMD Employment Form. If these forms are not returned with the proposal, the proposal may be determined to be non-responsive and may be rejected. CMD Forms-can be found at www.sfgov.org/cmd (under important forms, Attachment.3) or

http://www.sfgsa.org/index.aspx?page=6135

b) Please submit only one (1) copy of the above forms with your proposal. The forms should be placed in a separate, sealed envelope labeled <u>CMD Forms</u>. Airport Commission staff will deliver them to the attention of the San Francisco Contract Monitoring Division.

If you have any questions concerning the CMD Forms, you may call Kelly Dwyer, Contract Monitoring Division Contract Compilance Officer for the Airport Commission at (650) 821-7723 or via email at kelly.dwyer@flysfo.com."

End of Addendum No. 1 for TIDA RFP 001











June 24, 2013

Dear Commercial Customer,

The Director of the Department of Public Works (DPW) recently issued an order that approved a new Zero Waste rate structure designed to promote recycling and composting to help facilitate the City's efforts to achieve Zero Waste. Below you will find an explanation of the changes and the resources available to you to learn more about the rate and how to manage your trash, recycling and composting services and costs. On July 1, 2013, the following structural changes will be adopted for commercial customers, as presented and adopted in the Rate Order:

- Base charge (fixed) to increase from 5% to 10% of total bill
- First 10% of diversion will not be eligible for diversion discounts (diversion floor)
- Diversion cap will increase from 75% to 85%
- Maximum diversion discount will remain at 75%
- The disposal component of roll off compactor rates will be adjusted to the new disposal rate that will be effective August 1, 2013

Because of the structural changes above, most customers will see an increase in their monthly bills. Your specific increase will be based upon site-specific diversion rates and service configurations.

As you will recognize, the new structural changes make adjustments to the formula establishing recycling discounts adopted in 2006. Since the introduction of the 2006 formula, customers with higher recycling and composting services have achieved significant discounts. Thanks to this structure, in many cases customers are paying less today than they were in 2006. While adjustments have been made to the formulas, participation in the programs will still produce a significant figancial benefit

To help explain the changes, we have set up a website at www.sfzerowasterates.com. We also have our commercial rate specialists available to work with you on managing your costs, and they will be glad to talk with you over the phone or meet you at your property to answer any of your questions and to help you maximize recycling and minimize costs.

Sincerely,

Recology Sunset Scavenger Recology Golden Gate





JUL - 1 2013 File

DEPARTMENT OF THE NAVY BASE REALIGNMENT AND CLOSURE PROGRAM MANAGEMENT OFFICE WEST 1455 FRAZEE RD, SUITE 900 SAN DIEGO. CA 92108-4310

11011 Ser BPMOW.eal/0355 JUN 252013

Ms. Mirian Saez Treasure Island Development Authority One Avenue of the Palms, Second Floor Treasure Island San Francisco, CA 94130

Dear Ms. Saez,

Reference is made to Navy Lease N6247498RP00P99 (known as the "South Waterfront Lease"), executed on September 4, 1998, and Navy Lease N6247498RP00Q01 (known as the "Marina Lease"), executed on September 4, 1998, which currently authorizes Treasure Island Development Authority (TIDA) use of property at the former Naval Station Treasure Island.

Pursuant to the leases, the Navy is giving notice of the requirement to access portions of the leased premises, as shown in Enclosure (1), to conduct surveys and dredging related to an area identified as Installation Restoration Site 27, Clipper Cove, which is outside of but adjacent to your leasehold. This site consists of the sediment and shoreline along Clipper Cove.

The action to be undertaken consists of dredging of the sediment in the near shore area, transporting sediment by barge, turbidity monitoring, and backfilling. Set up of a construction trailer will be required to be used as an office. Access and work hours will generally be between the hours of 07:00 and 17:00, Monday through Friday.

Field work is anticipated to commence July 9, 2013 through November 4, 2013. During this time, one boat slip is needed to accommodate vessels to transport dredge personnel from land to the work barge. Also, during each phase of work, dredging (September 3-7), filter layer backfill (September 20-24), and rock armor backfill (October 7-11), the eastern marina slips will be unavailable. The target dates for work during each phase are also included on Enclosure (1). The location of the activities will be marked off and tenants must remove all equipment and personnel from the marked off area during these three phases. There can be no parking or docking in these areas. The proposed areas of work and required access are included in Enclosure (1).

11011 Ser BPMOW.eal/0355 JUN 2 5 2013

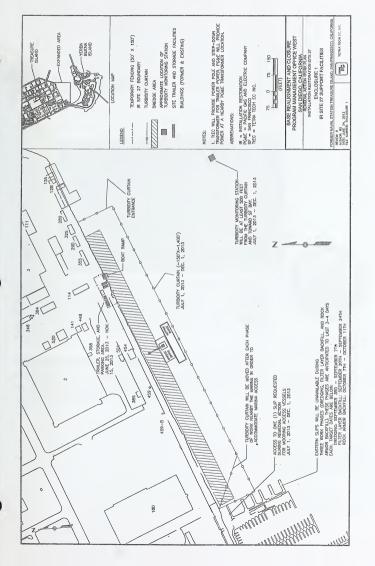
In addition, please ensure that any tenant in the project area is aware of this activity and if necessary, will arrange for access by the Government employees and/or contractors. Please note that the target dates mentioned on Enclosure (1) are subject to change and the Navy will update you as soon as any changes are known. For further coordination of field activities, the Navy would appreciate you providing a Marina Point of Contact.

We thank you for your continued cooperation. For further information regarding the planned surveys, please do not hesitate to contact Mr. Keith Foreman at 619-532-0913.

Sincerely,

ELIZABETH A. LARSON

Real Estate Contracting Officer







Advisory Notice

TREASURE ISLAND DEVELOPMENT AUTHORITY



Please be advised that the planned interruption of water service on Treasure Island originally scheduled for midnight Thursday, June 20, 2013 until approximately 6:00AM Friday June 21, 2013 HAS BEEN POSTPONED.

Please be advised this planned interruption will be rescheduled for a later date and advance notice will again be provided ahead of the interruption. Please contact TIDA with any questions.



TREASURE ISLAND DEVELOPMENT AUTHORITY

Administration Building One Avenue of the Palms, Suite 241 San Francisco, CA 94130

Phone: 415-274-0660 Fax: 415-274-0299 E-mail: TIDA@sfgov.org

If you wish to receive notices and community information electronically, please e-mail jack.nathanson@sfgov.org

Mirian Saez, Director of Island Operations



Residential Advisory Notice for July 4, 2013

TREASURE ISLAND DEVELOPMENT AUTHORITY



Increase in visitors to Treasure Island is expected on Thursday July 4, 2013f or on-Island public and private activities, including public viewing of Fireworks at the Great Lawn. Expect increased vehicle traffic on and off the Island, on the Treasure Island Causeway and along Avenue of Palms. Additionally, expect increased SFPD presence on Treasure Island that evening. Local traffic is encouraged to use California Avenue to Avenues H/M/N to access Island businesses and the TI residential area. TIDA has arranged a lane closure on the Bay Bridge in order to facilitate exit from the Island west bound from 9:00PM-11:00PM. Please contact Jack Nathanson with any questions, 415-274-0688, Thanks.



TREASURE ISLAND
DEVELOPMENT
AUTHORITY

Administration Building One Avenue of the Palms San Francisco, CA 94130

Phone: 415-274-0660 Fax: 415-274-0299 E-mail: TIDA@sfgov.org

If you wish to receive notices and community information electronically, please e-mail jack.nathanson@sfgov.org.

Mirian Saez, Director of Island Operations



Residential Advisory Notice

TREASURE ISLAND DEVELOPMENT AUTHORITY



Please be advised that starting Monday, July 8th, Community Housing Partnership (CHP) will begin initial demolition of portions of 1223 Mariner Drive.

On-site activity will take place between 7AM and 5PM on regular business weekdays. This phase of activity is expected to last until approximately July 30th.

CHP will be making all best efforts to minimize impacts to adjacent residents. Should you have any questions, or concerns once work begins, please contact CHP at (415) 391-2404 or (415) 852-5317.



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If you wish to receive notices and community information electronically, please e-mail jack.nathanson@sfgov.org.

Mirian Saez, Director of Island Operations













Safety Awareness for Everyone - Building Our Community • Promoting Safety • Working Together

Sign-up will be available at the first session.

URBAN COMMUNITIES

Week one Intro to SAFE

Who are we and what do we do?

Explanation of terms used.

What is Community Policing?

What is the connection between my goals and my values?

How can you be a rvant and a leader?

What will we eat?
Who can benefit and how?

How can we unite our community, reduce crime, support our youth, gain strength from each other and together create the island we deserve?

Ground Rules for participation will be established by attendees. (That's you)

LEADERSHIP WORKSHOPS

THURSDAY JUNE 20TH 6:30 PM SHIP SHAPE COMMUNITY CENTER (THE "SHIP SHAPE" BUILDING)

TREASURE ISLAND

LOCATED AT: 850 AVE I, TREASURE ISLAND CA 94130.

> Food available at 6:30 PM Workshop begins at 7 PM First come first served.

The first 15 participants to arrive and sign commitment agreements will be eligible to receive a stipend of \$100 upon the completion of not less than 11 of the 14 workshops. Participation in the workshops is at the sole discretion of SAFE and is dependent on abiding by the Ground Rules, civil behavior, and being a good neighbor. No partial stipends given.

CONNEC









IMMEDIATE OPENINGS

is enrolling!

- Career Training and Education
- Residential and Nonresidential **Opportunities**
- 125 Centers Nationwide and in Puerto Rico
- Free to Eligible Low-Income **Young People Ages 16 Through 24**





APPLY TODAY!

Treasure Island Job Corps Center 351 H Ave. Bldg 442 - San Francisco, Ca. 94130

phone: 415,277,2408

email: thommes.rochelle@jobcorps.org





ITTLE ISLAND, BIG IDEAS

- Magic City 2.0 Soon to be a world model sustainable residential and recreational community
- August 10 One Happening Square Mile Ti Today: Festivals, wineries, great views and lots more
- September 21 Keeper of Treasure Island's Legacy The Treasure Island Museum Association, ongoing programs, and the past and future museums
 - October 5 Binary Stars: Diego and Frida in San Francisco The artistic impact of this couple before, during and after the fair still reverberates today
 - November 9 The Cult of Pacifica: Treasure Island's Vision of Pacific Unity On the eve of World War II, the fair and its art and architecture express a vision of peace

2014

January 11 Beyond the Tunnel: Yerba Buena Island The fascinating natural and cultural legacy of Treasure Island's neighbor

> Little Island, Big Ideas will continue monthly

LITALE ISLAND, BIG IDB

A Free Lecture Series on the Past, Present, and Future of Treasure Island PRESENTED BY THE TREASURE ISLAND MUSEUM ASSOCIATION

Lectures: Saturdays at 10:30 am at Building One, Treasure Island Free parking, Access via Bay Bridge (no toll from San Francisco) or Muni 108 bus.

July 13: Magic City 2.0 Already designated one of talk will survey these local murals and their recurring just 18 Climate Positive Model Communities worldwide by the Clinton Climate Initiative. Treasure Island will soon redevelop and reinvent itself as San Francisco's newest and most sustainable neighborhood and a destination for visitors and locals alike. Topics will include the green technology to be used on the island, transportation, and land uses. Speakers: Jay Wallace, Treasure Island Community Development LLC and Chris Guillard, CMD Landscape Architects

Home to wineries, artists' studios, a sound stage, a job training center, annual music and rowing festivals, a monthly flea market, an airport control tower and the finest views of San Francisco's skyline. Speaker: Mirian Saez, Director of Island Operations, Treasure Island Development Authority

September 21: Keeper of Treasure Island's Legacy ate the island's namesake, a US Army "torpedo For over 20 years, until its closing in 1997, the Treasure station," an 1875 lighthouse and significant surviving Island Museum introduced visitors to the rich history of indigenous flora and fauna. Speaker: Ruth Gravanis, the island. The Association continues this tradition, while long-time citizen advocate in the TI/YBI redevelopthe museum is poised to return, with a new vision, as ment process

part of the redevelopment plan. Speakers: Treasure Island Museum Association President and past Presidents

October 5: Binary Stars: Diego and Frida in San Francisco Diego Rivera and Frida Kahlo's impact still reverberates across the Bay area. Rivera's 1930-31 San Francisco commissions led to an invitation to paint on Treasure Island during the GGIE. As World War II heated up, the fair's "Art in Action" program was the incubator for his great "Pan American Unity" mural, which advocated action against the Nazis. The

artistic themes. Speaker: Will Maynez, historian and steward of the Pan American Unity mural.

November 9: The Cult of Pacifica: Treasure Island's Vision of Pacific Unity Treasure Island's Golden Gate International Exposition (1939-40) lived up to its description as "A Pageant of the Pacific" through foreign participation, art and architecture, and programs. Was the fair a sincere take on the possibility of Pacific unity? What were the aspirations of "Pacific House" and plans for its August 10: TI Today: One Happening Square Mile iconic works of art? With war in the Pacific looming, how was the theme sustained over the fair's two years? Speaker: GGIE historian Anne Schnoebelen.

> January 11, 2014: Beyond the Tunnel: Yerba Buena Island The fascinating natural and cultural legacy of Treasure Island's neighbor includes sacred burial grounds, court battles over ownership, goats that

> > Additional talks will continue monthly. Dates might possibly change. To keep informed, please register (see below). Speakers will include:

- . Dr. Grav Brechin, New Deal scholar
- · Richard Reinhardt, author, historian
- · Prof. Karen Fiss, California College of the Arts

For the latest schedule, more details, or to register (suggested, but not निर्देशन required), please visit treasureislandmuseum.org/

lectures or scan the code.

One Avenue of the Palms Treasure Island, San Francisco California 94130 415.413.8462 www.treasureislandmuseum.org



TREASURE ISLAND NEWS



TREASURE ISLAND NEWS IS A COMMUNITY NEWSLETTER PRODUCED BY GOOD NEIGHBORS OF TREASURE ISLAND & YERBA BUENA ISLAND WITH INPUT & ASSISTANCE FROM ISLAND RESIDENTS, AGENCIES AND BUSINESSES

July 2013 Volume 5 Issue 7

From the Director of Island Operations

With Summer officially here, I want to highlight recent cooperation and

partnership amongst our on-Island residents, agencies, City Departments and

community partners:

Congratulations to the more than 30 Island residents, community members and staff who recently completed the San Francisco Fire Department's

Neighborhood Emergency Response Team (SF NERT) 6 week on-Island

training course. These community

wo year term and will be able to aid their neighbors in emergency

response situations, improving the Islands' resilience and the community's ability to support the City's on-Island response operations.

The annual Treasure Island Community Clean-Up Day took place June

15th. Recology, Goodwill and the San Francisco Conservation Corps

accepted over 5 tons of donated reusable goods and e-waste, nearly 4

tons of recyclable material and 1 ton of trash from Island residents.

Including donated materials, the diversion rate for the event was approximately 90%, meaning only 10% of the materials collected during the Clean

Up Day will end up in a landfill. Good Neighbors were on-hand with

refreshments for residents and event staff, and a special thanks goes out

o the Villages at Treasure Island whose staff transported large and bulky items for residents without vehicles

items for residents without vehicles throughout the day. Reminders and Important Information

With 4th of July just around the corner, TIDA encourages Island residents to

celebrate the holiday safely, including adhering to the strict prohibition on

the use of fireworks on Treasure and Yerba Buena Islands at all times. Use

of fireworks on-Island should be reported to the San Francisco Police

Department Non-Emergency Dispatch at 415-553-0123.

□ CalTrans will present information on the planned Labor Day Weekend Bay

Bridge Closure at the TI/YBI Community Meeting on July 16th, 6:30 PM at

the ShipShape. CalTrans will be informing the community on the logistics

of the closure and the Vehicle Access Passes which will be required for

vehicle travel to/from the Islands and San Francisco during the closure.

Please plan to attend!

☐ If your car needs washing remember that you must use the on-Island car wash station located at 12th Street be-

tween Avenues M and N (see map

below). Washing cars anywhere else on-Island is prohibited as the soapy run-off (considered a pollutant) runs from our

storm drains directly out into San Francisco Bay.

Using this station will assure that both your car

and the Bay remain clean!

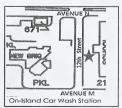
- Mirian Saez, Director of Island Operations



Treasure Island Development Authority
One Avenue of Palms, Suite 241
Treasure Island
San Francisco, CA 94130

San Francisco, CA 94130 Phone: 415-274-0660 Fax: 415-274-0299





Treasure Island Youth Find New Outlets at Ernest Ingold Boys and Girls Clubhouse

By Sophie Parish

The Boys and Girls club summer pilot program is almost half way through, and both staff and the Treasure Island youth attending say so far it has been a very positive experience. Education Director for the Treasure Island Clubhouse Hannah Bichkoff, attributes a noticeable difference in the Treasure Island Youth just from the swim program, "One of the coolest things about the T.I youth is that the majority participate in our free swimming time. I have noticed a new kind of passion and confidence just by learning how to swim. It's amazing," she said. Bichkoff starts her day at 9 am when the bus picks up the youth on Treasure Island and then brings them home between 5-6 pm each weeknight.

City Wide Education Director and Ernest Ingold Director Spencer Tolliver said it took the Treasure Island youth some adjusting to their new routine and environment. "The challenge for these kids is that the Treasure Island clubhouse was smaller and intimate." Tolliver said the Middle school aged children found it more of a challenge adjusting to their new clubhouse, "They (T.I. youth) are learning how to navigate a larger environment and have meshed in pretty well. I love the fact that they do get to experience making things. They do lots of projects, their hand-puppet art will go home with them." he said. Tolliver has also implemented a silent reading time during the day. "It helps maintain their reading skills, and with their high energy. kids need a time for calm, quiet and peace," he said. Tolliver said over the course of the summer, learning loss impacts kids reading skills. He said kids should read for at least 30 minutes per day, and have more fun, readingbased programs.



Bichkoff has enjoyed expanding educational programs at

Ernest Ingold with new resources and staff collaboration available to her. "I have a program where we "visit" a different country every two weeks. We just ended our unit on Chile. It has been great exposing kids to new cultures and being able to get creative with it." She also said that the youth are responding well to projectbased learning programs. "I



am blown away by the very complete and detailed information that the kids seemed to have memorized and learnt in our current unit on Argentina. I loved approximating kids to a culture so different from our own. This summer we have enjoyed tasting foreign foods and learning new languages together. Also this summer, I have done a lot of literacy-based programs and reflective group reading. It has been exciting to see kids get competitive about answering questions in a group reading environment." she said

One of the teen hiring programs available is the MYEEP program. While it was reported last month that they would not hire for summer on Treasure Island, they have hired youth this summer at the Treasure Island YMCA and also the Ernest Ingold clubhouse. Gabriel, a T.I. youth, has worked at the Treasure Island Boys and Girls clubhouse and said, "I find it is not a problem to travel to the Ernest Ingold clubhouse...The program has given me a job and opportunity to work with kids." He said that the Ernest Ingold clubhouse is bigger and more of the T.I. youth want to go because the have more things to do at the club. Gabriel hoose to be rehired for the next school year.

Tolliver said the youth go to the Golden Gate Park often for various activities including a photography program. "They get to go on nature walks and actually just play, we offer sports camps and allow them to be active as much as possible." Tolliver is aware of the topic relating to 'Nature Deficit Disorder' (NDD) where children are not out in nature enough. "I see the importance of kids having unstructured time in nature, to unplug from their ipods and helping them understand that they are a part of nature and having them outside is very important," he said.

Continued from Page 2

This month the Treasure Island youth have been afforded the opportunity to get outdoors on a 10 day adventure, to

Camp Mendocino. Bichkhoff has worked at Camp Mendocino for the past 5 years. She said it is reat for the youth because it is a totally different environment from the city and offers many outdoor activities. The staff at Camp Mendocino are passionate, excited and involved. The Boys and Girls club are looking for more Treasure Island parents to sign their children up for camp.

Treasure Island Director of Operations Mirian Saez encourages all families living on Treasure Island to send their children to camp and is excited for the summer programming available to the Treasure Island youth. "All kids on Treasure Island have the ability to go to camp through the generosity of TIDA." she said. TIDA has funded the Boys and Girls club on Treasure Island, and

Saez said funding of up to \$150,000 has been approved for the next school year. This funding is allocated for all children living on Treasure Island.





Top 10 Benefits of Sending Your Child to Camp Mendocino

- <u>Safety.</u> We understand that this may be the first time a child is away from home and family, and this may cause some anxiety – both in the child and the parents. With a staff-to-camper ration of 3 to 1, though, a child's safety is our top priority. All of our staff are trained in first aid/CPR, we employee two EMTs (Emergency Medical Technicians) and we have an infirmary on-site. We hire a first-class busing company, so kids travel safely and comfortably to Camp Mendocino.
- A Kid Focused Environment, Camp is focused 100% on children. The environment is incredibly positivel. The Camp is beautiful and very safe and all of the activities are age appropriate and designed to help youth develop physically and emotionally.
- <u>Confidence</u>. Camp Mendocino staff work hard to ensure that every camper feels proud of their accomplishments at Camp. Positive feedback at the flagpole ceremony, stars on the activity charts, being recognized during awards night, or receiving your Green, Red or Gold C for positive contributions to Camp and displaying leadership are all ways that Camp builds self-esteem.
- <u>Physical activity & outdoor exploration</u>. Children are active at Camp. They are walking, biking, playing sports, playing on a jungle gym or on a ropes course. They breathe fresh air and exert themselves. Camp fosters a lifelong connection with the outdoors.
- <u>Gaining proficiency in a skill area.</u> Camp gives kids a chance to learn new skills, building their confidence and ability. Archery, a ropes course, swimming, nature studies, sports, mountain biking are all great examples of the skills kids build.
- Resiliency. Camp helps children learn to succeed and fail in a nurturing environment. Campers learn to give it another try if they don't succeed the first time.
- The opportunity for unstructured play. Camp recognizes that play is a powerful form of learning that contributes to your child's social, emotional and intellectual development.
- <u>Independence.</u> Campers have the opportunity to make decisions on their own in a safe and nurturing environment, thus building independence. They also learn to take responsibility for their decisions.
- <u>Relationship Bullding.</u> Camp is the perfect place for kids to learn how to form positive relationships with peers. With the support of Camp staff, children learn how to make new friends, resolve conflicts, and value cultural differences. What they learn at Camp will be of great benefit when they return to school in the fall.
- Great meals. Kids eat three full balanced and USDA approved meals each day in the dining hall. Seconds are available!

Good Neighbors of Treasure Island & Yerba Buena Island

Congratulations 2013 Graduates!!

What an amazing Job you have done! To celebrate your achievements, Good Neighbors would like to honor you and your supporters at our quarterly meeting. Please Join us on Saturday, July 6, 2013 from 10 am-noon at the ShipShape Bldg.

Light refreshments will be served.

It's a Celebration!

Good Neighbors events are a really great way to get to know your neighbors and enjoy the positive aspects of our neighborhood. Becoming a member and supporting the organization are also ways to stay involved and informed.

The next opportunity to be involved and to give back to your community will be at the quarterly membership meeting on July 6, 2013. The meeting will be held at the ShipShape bldg. from 10 am-noon. During this meeting we will present our most outstanding community members with the Good Neighbor award and we will honor our graduates as well.

The annual awards are given to community members who are contributing in a positive way to the islands that we love. Unfortunately, the nomination window is closed until next year.

Looking ahead to next years awards, if you have a neighbor who you believe is deserving of recognition for their good deeds, please contact Good Neighbors. We will accept the nominations for the 2014 awards through the contact information below:

415.520.6653 GN.admin@goodneighborsf.org

Twitter: @goodneighbor TI FB: Good Neighbor SF

One Incredible Neighbor!

While we are on the topic of excellent neighbors, we are thrilled to see our own VP, Seanda Conley, receive a well deserved hon- or for her tireless work with our cities youth. We have had great pleasure to work daily with Seanda and are blessed to have her energy and commitment to our community's youth as well. Seanda was nominated and invited by The All Stars Project of the San Francisco Bay area to receive recognition for the volunteerism and leadership she exemplifies. We know personally how easy she makes it look and how hard it really is to be a volunteer leader. We thank her and look forward to her continued success!

Have a Happy and Safe Holiday!!!!

Parade!

Please Join us for our first annual Independence Day parade. The parade will be on the fourth of July from 11 am-1 pm and will begin at Bayside Drive and Gateview Avenue. We will end at the 9th Street playground where you can enjoy a hot dog and soda from Mateo's, our island hot dog guy! We only ask that children are accompanied by an adult so they will be supervised to and from their homes for safety. We will provide flags and other parade materials but hope you will wear patriotic colors just for fun.

Even if you can't attend, please come out to support the kids in the community and wave them on as they pass!

We hope to see you there!

Thank You CYO TISH

Thank you to Catholic Charities CYO TISH for inviting GN and TIHN to volunteer at their annual Family Carnival Day! We had a great time and really enjoyed seeing good works in action!

In a statement from Damian Ochoa, Clinical Manager of the organization, he described the event :

"Each year, Catholic Charities CVO Treasure Island Supportive Housing program likes to recognize the families it serves by having a family event. This year we chose to have a carnival theme where over 200 clients attended. We offered two bounce houses, a glant slide, a dunk tank, a sumo wrestling ring, snowcones, cotton candy, a BBQ, face painting, balloon art and held 40 raffle drawings. The Family Carnival Day was a huge success!"

We absolutely agree, great job!



Good Neighbors of Treasure Island & Yerba Buena Island



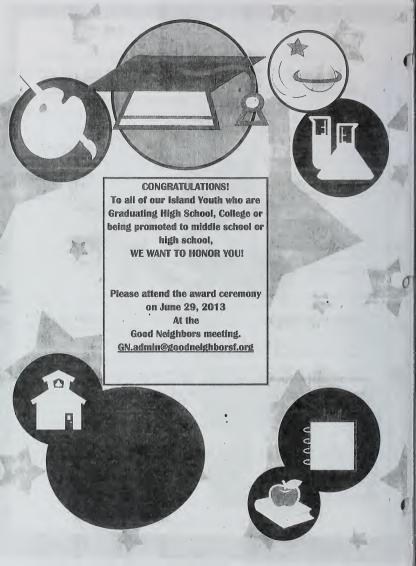
Invite you to join us and celebrate our community at

4th of July Parade

Begins at Bayside Dr. & Gateview Ave. Ends at the 9th St. Playground

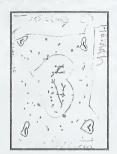
11am—1pm

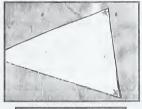
- · Enjoy Mateo's hot dogs and soda at the park
- · Children must be accompanied by a parent or guardian



















Art and Handwritten notes from the Treasure Island Boys and Girls Club members now at Ernest Ingold clubhouse.

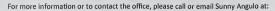
This space is available to publish our Island children's art pieces, poetry, creative writing pieces, or hand-made art. Please send in the original art by the 20th of each month. If you would like your child's art highlighted in our newsletter please contact the editor: Sparish@goodneighborsf.org



"Education is the most powerful weapon which you can use to change the world."

Jane Kim

DISTRICT 6 SUPERVISOR



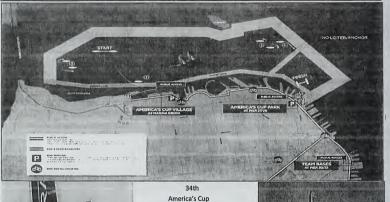
415.554.7969

sunny.angulo@sfgov.org

For constituent related inquiries, please contact Ivy Lee at:

415.554.7973

ivy.lee@sfgov.org





Louis Vuitton Cup-Race:

July 4-August 30th 2013

July 4th, 2013 marks the opening ceremony weekend for the 34th America's Cup and festivities will continue through July 7. The opening ceremony is at 3 p.m. Thursday in the America's Cup Pavilion on Pier 27/29 and includes 300 members of the four competing teams, Italy, New Zealand, Sweden and the USA. Tickets are \$10. Treasure Island will be a great place to glimpse the flying machines -72-foot wingsail catamarans, and a chance to see such a prestigious sport so close to home! For dates and more information:

www.americascup.com.



Sales starts on the 07/01/13 ends on 07/5/13



YOUR NEIGHBORHOOD STOR



Kingsford 3.3lb

Spareribs

BBO ribs Pèr pound

Cross rib steak Great for BBO



Ground beef Per pound

MIX AND MACH



Per pound





Kingsford 13lb



KRAFT & BULLS EYE BBQ SAU



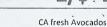


Bush's bake beans 28oz





Lay's chip



DEL MONTE CORN

Big bags



Coca cola soda





Fresh pizza



2liters





24oz

Treasure Island Health Network

The Interns are coming, The Interns are coming!

Actually, they're already here and we want to welcome them to the TIHN team. We have an awful lot of work to do and with their energy, we hope to reach many of our organizational goals by the end of this summer.

Meet Isaiah King, a HS senior who is also an excellent student and athlete. Isaiah has completed the medlink program at UCSF and a summer program at Stanford University. Isaiah will be assisting in the areas of research, marketing and website functions. We are expecting great things from Isaiah this year.

Working on our remote access and interpretation is Christian Bergen, a recent university graduate who resides in Sweden.

He is currently touring and has volunteered to help improve our online resources by participating while traveling. At every location, he plans to report back on environmental and health related challenges faced by other communities and identify solutions. We welcome Christian and look forward to his check-ins.

We hope that if you see our interns in meetings or wearing their TIHN shirts at events that you will ex-

tend a ing handare proud are willunteer in munity.



welcomshake. We that they ing to volour comSave the Date!

Clean Team Cleanup

July 20, 2013 11-1pm

Meet by Bliss, on the Great Lawn



Ongoing activities & services available to residents

Our website is being completely revamped and should be back up soon, Sorry for the inconvenience.

<u>TIHN Clean Team</u> next cleanup is July 20, 2013 at 11 am meet by Bliss Staue on the Great Lawn.

Anonymous health surveys. To participate in this process, contact us at the number or email provided.

Non-smoking buddy program. If you or anyone you know really wants to quit smoking and would like to get more support, please contact us.

While there are many programs in development, we are always willing to take your suggestions so we can continue to reflect and advocate for the health and environmental needs of our community. For more info, please contact TIHN at: 415.295.4704 TIHN2012@ymail.com

www.tihn2012.org Twitter:@tihn2012 FB too!



3rd annual | July 4th, 2013 | 6pm-dark Red, VVNITE, and Rose Celebration at The Winery SF

------ \$15 admission-----

Includes a tasting flight of award winning wines and FREE parking on our site.

······Wine and Food······

Wine will be available for purchase throughout the evening, with food also available from local area food trucks and carts.

····· Fireworks!·····

When the sun goes down, walk over to the waterfront for a showstopping view of all the action! This event sold out last year, so be sure to buy your tickets well in advance!



Sun	Mon	Tue	Wed	Thu	Fri	Sat
	l I	2	3 Conney, Watch Ship Shape, 620 FF1	4 INDEPEND- ENCE Duyll Perado, 21. ASSEPEI, Dependo De FRESWORMS SHOW	5	6 Good Neighbors Qdy. Meeting & Awards Caramony Ship Shape, 10 AM-Noon
7	8 Computer Classes Ship Shape, 2-4 PM	9	Computer Classes Ship Shape, 2-4 PM	11 SPSAFE Leader- ship Training, Ship Shape 6:30-8 PM	12	13
14	Computer Classes Ship Shape, 2-4 PM	Community Mtg. Ship Shape, 6:30 PM	17 Computer Classes Ship Shape, 2-4 PM	18 SFSAFE Lander- ship Training, Ship Shape 6:30-8 PM	19	20 Tit-IN Clean Team Meet in front of Blins II-1:00 PM
21	22	23	24	25 SPSAFE Leader- chip Training, Ship Shape 6:30-8 PM	26	27
28	29	30	31			

TIDA Board of Directors meeting information; www. SFTreasureIsland.org

To inquire about the Treasure Island/Yerba Buena Island Citizen Advisory Board (CAB) meetings, please see SFTreasureIsland.org

The community meeting is held on the third Wednesday of every even numbered month, 6:30 PM at the Ship Shape building.

The Navy RAB meeting is the third Tuesday of every other month (every even numbered month), 7 PM at the Casa de la Vista.

Southern (SFPD) Station's community meeting is held on the third Wednesday of each month. Locations vary each month. For information about the meeting locations, or to subscribe to the Southern Station newsletter;

please send an e-mail to sfpdsouthernstation@sfgov.org

TREASURE ISLAND NEWS

PEADLINES & CONDITIONS

All submissions of articles, announcements and calendar items must be submitted by the 15th of o the month prior to publication for consideration. Email to: GN.admin@goodneighborsf.org

- The editorial board reserves final rights for inclusion and exclusion.
- Acceptable formats are text submitted in Microsoft Word, PDF, jpeg, pages, Publisher
- We encourage positive ideas and creative solutions to better our community
- The opinions expressed in this newsletter are those of the individual author.
- Photos are not reproducible without express Permis sion, in writing, of the photographer.

Good Neighbors of Treasure Island & Yerba Buena Island

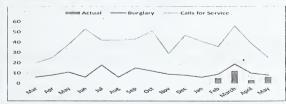
GN.admin@goodneighborsf.org

Treasure Island Community Watch

-Submitted by Mark Connors



- Please note for this month, the TI Community
 Watch meeting scheduled for July 3rd has been canceled due to the proximity to the 4th of July. Our next meeting is scheduled for Wednesday, August 7^{rh}.
 - Happy 4th of July Treasure Island is a great place to see fireworks from around the bay but it's a not a
 place for private fireworks displays. They are illegal in San Francisco and pose a fire hazard. Please, enjoy the
 public displays but refrain from personal fireworks.
- August 6th, from 5pm 7 pm is the Annual National Night Out. Treasure Island will be hosting the event
 which highlights community, safety, and relationships with the police and each other. A number of groups
 and organizations will be participating this year. We had a great turnout last year so save the date and plan
 on coming out!
- In June Community Watch distributed a new fiyer, "Summer Safety Tips for Treasure Island" in preparation for the usual uptick in crime we see in the summer months. We encourage everyone to increase their vigilance and to report all suspicious behavior or occurrences to the police as soon as possible.
- In May, calls for service were down, 25 for the month, compared to the 16 month average of 39 calls. Looking at the chart below you can see a general correlation between verified burglaries (6) and calls for service for burglaries (8).



TREASURE ISLAND COMMUNITY WATCH

Meets the first Wednesday of each month. 830pm - 745pm The Shipshape 9 839 Avignus I print s. Teasur signif Teasuratilard Common Webst 20 (feek som

in the charlest properly section. He traphestic for contrast of the property sections.

For emergencies or crimes in progress always

call 9-1-1

For non-emergencies dial 553-0123

The SFPD and 911 dispatch prefer people calling from Treasure Island
and/or Yerba Buena Island to dial 911. Please note: (415) 553-8090 is no longer recommended when calling for dispatch.

EVENTS AROUND TOWN — SAN FRANCISCO

July 4th Independence Day!

Treasure Island - One of the best views in the city! FREE

Pier 39, San Francisco-Noon to 10 pm FREE

The day features musical entertainment and activities in Pier 39 including:

Noon to 2 pm: WJM, the world's youngest social cause band

4 - 7 pm: Tainted Love

9:30 pm: Fourth of July Fireworks show will launch from the foot of Municipal Pier and from barges north of Pier 39 for more information:

America's Cup Park Opens July 4th Pier 27/29 July

The park opens to the public for the fist time, poster signing with the America's Cup Teams. Opening ceremony of America's cup. For more information: http://www.americascup.com/en/schedules/americas-cup-park

Bay Area Discovery Museum: Free Admission Day

Every first Wednesday of the month means free admission to the Bay Area Discovery Museum, a one-of-a-kind indoor and outdoor children's museum at the foot of the Golden Gate Bridge. 9am - 4 pm. For more information: http://www.baykidsmuseum.org/

July 6th, 2013 - Run or Dye Comes to Candlestick Park

The World's Most Colorful 5K is coming to Candlestick Park on July 6, 2013, at 9 am.

Run or Dye is San Francisco's most exciting fun run — a spectacular celebration of life, friendship, fitness, and fun that leaves you blasted in color. As you run, walk, skip, or dance through the course, our Dye Crews (and your friends) will shower you with safe, eco-friendly, powdered dye...turning you into a techni-color canvas of fun! For more information: http://sfrecpark.org/

Chinatown San Francisco Saturday, Jul 6, 2013

4:00p to 6:00p - FREE

Chinatown Summerfest transforms Grant Avenue into a lively showcase of ethnic entertainment with live music by Mix and Mash Bash, Dancing by Grant Avenue Follies, Dim Sum demonstrations, calligraphy artist, magic shows, face painting and balloon sculpting for kids.

For more information: www.moonfestival.org

Continued on page 15

EVENTS AROUND TOWN - SAN FRANCISCO

Continued from Page 14

SFMOMA

Museum closed for construction until 2016. SFMOMA has art around the city and offers walking tours. Weather permitting:

June 07, 2013 - May 25, 2014 Free Mark di Suvero tour at Crissy Field Tours Fridays, Saturdays, and Sundays - 10:30 a.m. FREE

http://www.sfmoma.org/



SPCA

We're at Cat-pacity!

The SPCA is waiving adoption fees for all cats and kittens until July 14th!

The shelter is full of adorable cats who are in need of a loving home. If you're thinking about adopting, now is the perfect time. View all of our adoptable cats at: www. sfspca.org/adoptions/cats

Butterflies & Blooms at the Conservatory of Flowers July 2, 2013

Walk amongst a wide variety of brightly colored blossoms, watching and sometimes ducking! As butterflies like magnificent monarchs, swallowtails, painted ladies and more fly from flower to flower drinking nectar and getting covered in pollen. Visitors receive a free butterfly identification booklet, including tips on growing your own delightful butterfly garden plus insight into these wondrous, ageold symbiotic garden relationships.

Time: 10am - 4 pm. Cost: \$7 www.conservatoryofflowers.org/

Disney in Concert - Magical Music from the Movies July 28, 2013

Louise M. Davis Symphony Hall San Francisco, 201 Van Ness Avenue San Francisco, California 94102 For more information and the full schedule of events: www. sfwmpac.org symphonyhall/



July Computer Classes

2 Week BEGINNER SERIES

Computer Basics

Monday, July 8th 2 pm - 4pm

- . Hardware, Software & Mouring
- . For first time users and beginners

Introduction to the Internet

Wednesday, July 10th 2 pm - 4 pm

. Using the World Wide Web.

Open Lab (NOT a class, NOT required)

Thursday, July 11th 2 pm - 4 pm

 Have a specific question or want time to practice with an instructor around? This is the perfect time for that.

Email Class, *Tell: to staff if you don't already have an email account

Monday, July 15th 2 pm - 4 pm

. Learn how to send an email and use batic feature:

Files and Folders

Wednesday, July 17th 2 pm - 4 pm

· Learn how to make files and folder:

All classes will be held at the Business Assistance Center (BAC) located at 850 Avenue I 'Ship Shape Building 94130

Contact Sherryl Hairston at 415-986-4810 if you have any questions.

Space is Limited!

You can register online at www.thdi.org or call 415-986-4810 to register.

Workshop is subject to cancellation!



-LITTLE ISLAND, BIG IDEAS

A Free Lecture Series of the Prisc, Trement, and Future of Treasure is and

Lectures: Saturdays at 10:30 am at Building One, Treasure Island
Free parking, Access via Bay Bridge (no toll from San Francisco) or Muni 108 bus

July 13, 2013 Magic City 2.0 Area by designated one of just 18 Ultrate Postere Monat Communities worth a by the Comton Crimate Installed. Treasure listent will some redevicion and remonative treasure listent will some redevicion and remonative engilluduoid and a destinated the wallow and locals action to the fine ground technology to be used on the linear probability and funding Special Community Engilled and Community Engilled Special Community Eng

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September 21 Keeper of Treasure Island's Legacy Forover 20 years, until its cleaning in 1997. The Treasure Island Museum introduced visitors to the relativisticy of the island. The Association operations in displace white the museum is possed to return, with a ciny vision, as

part of the received present place. Speak case Ironnore lighted Merceion Association Prosident and past Presidents.

October 5 Binary Stars: Diego and Frida in San Francisco Clebo Rivera and Frida KallAss impact set invertionales across the Bay area. If verais 1990, 31 Set Travels to commissions for to an extance to paid on Teraines stand during the GOTE As World War II beated on the trans. On in Action fedgram was the incultator for his great from ventional Unity impact which advisualled a line against the Assa Sec. W. Further at 1990 and the Assa Sec. w. Further these base metals, and

IREASURE ISLAND

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Tea fearing effect themes Sposser Vall Mayour historian and steamed of the Can Arbert on Unite most).

November 9 The Cult of Pacifica: Treasure Island's Vision of Pacific Unity Treasure Island's Gotoan Gate International Exposition (1939-40) treasure for as Case in pacific as 1A Pageant of the Pacific Through foreign participation, act and architecture, and programs. Was the fact a serior toke on the possibility of Pacific unity! What were the aspirations of "Pacific House" and plans for discrete works of art With war in the Pacific Isomorphios was the there is sustained over the Pacific Isomorphios.

January 11, 2014 Beyond the Tunnel: Yerba Buena Island. Into Tascowhier natural and cultural legacy of froason Islanda morphier mandes say red touring grounds, man Islandas over owner-typ grounds that he relamits mannersake a US Army "terpado station," and 1876 lighthoses and legadiciant surviving redigerous fina and Talanda Speaker. Butto Grovens, here time concernations the retro Int'81 enfected principal services.

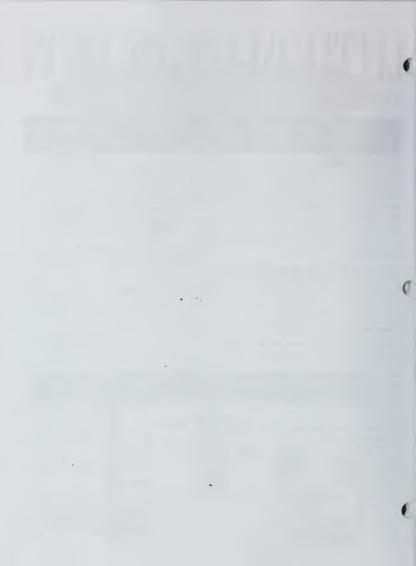
Additional talks will (entirgle monthly Dates and times are subject to channe. To some informed

please register (see below). Speakers wit include **Dr. Gray Brechin.** New Deal schular and **Richard Reinhardt** author and historian.

All lectures are free. Alternation in an objective set to quality as december for the Treating Museum Assessments.

Presented with support from Treasule Return Devokaper and Authority and Title William Value of Francisco or a Treasulate Carlo Carlo

For the latest schedule, more details, and the latest schedule, more details, and the schedule, the latest schedule and the la





Captain Michael Redmond June 21, 2013

Captain's Message

Dear Southern Station Community Members,

I would like to thank everyone who attended my monthly meeting at Gene Friend Recreation Center this past Wednesday night. We had a great discussion in regards to Nightlife Safety and came up with some new ideas moving forward. Stay tuned for those Southern "last call" operations to come.

I appreciate the overall feedback (positive and negative) throughout my first six months at Southern Station. I think we have had some successes with one being the information sharing with everyone. One example is when I started moving my monthly Captain's meeting to various locations in the district the attendance has grown significantly. The number of people receiving this newsletter has doubled since January and continues to grow with every meeting. On a daily basis in this district I am challenged but I am up to the challenges that it presents me with and look forward to continuing to work with everyone to make SOMA safe.

In the Southern Spotlight section I have noted some Southern officers who have been promoted and will be leaving us. I also have listed some supervisory personnel that will be coming to Southern Station. At times change is hard but I always am excited to get newly promoted individuals because they bring new ideas and enthusiasm with them. All of the new supervisors coming to Southern come with a wide range of experience that is going to add to the good things that are going on at this station.

Lastly, we had 22 Lateral Police Officers graduate our police academy today. These officers have joined the SFPD from other agencies from around the state. The agencies they came from are San Jose, Oakland, Los Angeles, San Mateo, South San Francisco, San Leandro, Stockton, Walnut Creek, Seaside, Oakland Housing Police, UCSF and Belmont. These officers will now embark on a 10 week Field Training program. We welcome the additional help here at Southern Station.

Have a great weekend!

Mike

Monthly Community Meeting:

The next Captain's Monthly Forum will be Wednesday, July 17, 2013 at 6:30 PM.

Location: TBD

Topic: TBD

Southern Station SPOTLIGHT

I would like to congratulate the following Southern Station officers who were promoted to Sergeant: Officers Sean Frost, Michael Young and Mike Petuya. We congratulate them and wish them success in their new assignments.

I would also like to welcome new personnel to Southern Station. This weekend the following personnel were promoted and transferred to Southern Station: Lieutenant Charles Limbert, Sergeants Bill Toomey, Josey Russell, Matthew Elseth and Timothy Davis. They will all be great additions to Southern Station and I look forward to working with them.

Arrest of the Week



While traveling westbound on Otis Street near McCoppin Street, a Southern Station Officer was flagged down by a Muni bus driver regarding a physical fight inside the bus. As the officer approached the bus, at least five subjects exited and continued to exchange obscenities at each other. Both groups stood with clenched fists as if they were going to fight each other regardless of the officer's presence and verbal commands to disperse.

The officer attempted to deescalate the situation with his command presence and orders to disperse. These orders were unsuccessful at two black suspects attacked another Hispanic male in what was described as mutual combat. The officer flew into action by first requesting assistance. He next grabbed one of the suspects and took him into custody after a brief struggle. The other two subjects continued to fight each other and refused to obey the officer's orders. The officer next deployed pepper spray striking both subjects. The first subject then complied with commands laid out on the ground. The last subject refused, and the officer was able to taken him into custody after a brief struggle and barrage of obscenities.

Other officers arrived on scene along with an ambulance to treat the pepper spray exposure. While trying to investigate the incident, a fourth female subject arrived and decided to interfere with the officer's investigation. When she refused to remove herself from the crime scene, officers attempted to place her under arrest for obstruction. This female suspect did not want go to jail without a fight, so she decided to berate the officers with racial slurs and spit in their faces while being placed in handcuffs. In summary, the responding officer single-handedly detained three violent suspects, preventing them from causing injury to each other or other bystanders; while apply his training and tactics in a professional manner. Four subjects were subsequently booked into jail on various warrants and misdemeanor charges.

Investigation of the Week

A 56 year old male was walking near the 1000 block of Howard Street when the first of two suspects who ran up from behind and grabbed a hold the victim. The first suspect forced the victim to the ground and attempted to pry open his hand in an attempt to steal an unknown object. The second suspect then approaches the victim and stabs him in the back with a knife. This suspect then flees the scene. The victim who can been seen severely bleeding from his backside, returns to his feet and starts to walk away. At this point the first suspect approaches again and strikes the victim with a pipe. The victim falls to the ground and the suspect steals the victim's wallet. The victim is once again able to stand and leaves the scene, having a friend transport him to the hospital with serious life threatening stab wounds.

Officers subsequently respond to the scene and locate the first inebriated suspect who had remained near the scene of the crime. Numerous witnesses were interviewed and video surveillance was obtained, confirming the actions of each party. The first suspect was arrested and the victim's wallet was subsequently located during a custodial search. The outstanding suspect was described as a black male, between 30 and 40 years of age, 5-10 in height, and 225 pounds. This suspect was wearing a dark hat with a Lego logo, a black shirt with writing on the front, and blue jeans. This suspect has not been located or identified. The motive for the attack is still under investigation, however it may be narcotics related. The first suspect was booked into jail on attempted murder and robbery charges. Occurred: 06-17-13 at 5:20pm.

Significant Incidents

Two Auto Burglaries - Treasure Island

Two separate victims reported their vehicles had been broken into while parked at the Oasis Café located at 401 California Avenue on Treasure Island. The owner of a 2005 Chevy Equinox reported that her vehicles rear passenger window shattered and her Louis Vuitton purse missing. The second victim reported that the rear window of her 2011 Toyota Sienna to be shattered and her purse stolen. Occurred: 06-15-13 at between 8:00pm and 10:40pm. REMEMBER DO NOT LEAVE VALUABLES IN VIEW FOR CRIMINALS TO SEE.

Vehicle Burglary

The owner of a 2006 Pontiac G6 advised police she was the victim of an auto burglary which occurred between June 14th and June 17th near the intersection of 7th Street and Howard Street. The victim said the front passenger window was shattered and her vehicle interior ransacked. The only noticeable piece of property missing, was a vehicle owner's manual taken from the glove compartment. Occurred: 06-17-13 at 7:57pm.

Cell Phone Robbery

Once again a victim reported to police he was the victim of robbery by three suspects who stole his cell phone. The 22 year old victim said he was standing at the corner of Market Street and 7th Street and texting on his phone. Unaware of his surroundings, three suspects approached the victim and pushed him to the ground. While on the ground, one of the suspects demanded the victim give up his cell phone. The victim complied and the suspects fled into the Civic Center Muni station. They are described as black male adults, ranging in age from 18 to 22 years old, and wearing dark colored clothing. Occurred: 06-17-13 at 10:25pm. REMEMBER, BE AWARE OF YOUR SURROUNDINGS AND AVOID USING YOUR PHONE IN PUBLIC AREAS.

Minna Street Stabbing

Officers responded to the 600 block of Minna Street regarding a call of a stabbing victim with multiple injuries. Upon arrival, they contacted a 30 year old female victim who had a stab wound to her neck and a severe injury to her forehead. The victim was immediately transported to San Francisco General Hospital with non-life threatening injuries. It was determined through further investigation that the suspect and victim know each other and this incident resulted from the Victim threatening to report another crime. This investigation is continuing but an arrest is soon to follow. Occurred: 06-18-13 at 11:45pm.

Attempted Homicide

Officers responded to the area of 174 6th Street on the report of a shooting. Upon arrival, they found a 24 year and male who had multiple gunshot wounds to his body. The victim relayed that he had been shot from behind as he exited a liquor store. No witnesses were located and video surveillance only shows two unknown raced males running from the scene wearing dark colored hooded sweatshirts. This investigation in continuing and no motive has yet been established. The victim was transported to San Francisco General Hospital for treatment and is expected to survive his injuries. Occurred: 6-20-13 at 9:55pm.

Significant Arrests

Burglary Prevented and Fugitive Arrested

Three officers were on bicycle patrol and checking the area of Russ Street and Howard Street based upon previous complaints of burglaries. They observed a suspicious subject peering through a gated doorway on the unit block of Russ. Based upon his behavior they contacted the subject who advised that he was looking for cans to recycle. A records check of his identifying information revealed an outstanding warrant for burglary, possession of stolen property, and burglary tools. The 52 year old suspect was booked into jail and the officers more than likely prevented another burglary. Occurred: 06-17-13 at 0818am.

SEIU Demonstration at AT&T Park

officers responded to section 119 of AT&T Park regarding a SEIU demonstration during game day. 44 demonstrators were seated in front of a garlic fries food stand, blocking the passage way, and preventing patrons from making food purchases. AT&T Park management requested police assistance by initiating a citizen's arrest for trespassing against any demonstrator who refused to leave the ball parl. When advised of the consequences, 34 protestors agreed to leave and were escorted off the property. The remaining 10 refused and were subsequently placed under arrest. These 10 protestors were issued misdemeanor citations for trespassing and escorted off the property without further incident. The demonstration had little effect of the outcome of the game and our Giants triumphed in beating San Diego 5 to 4. Occurred: 6-18-13 @ 7:00pm

Burglary Suspect Not Quick Enough

A victim who resides on the 700 block of Tehama Street was alerted to the screams of his wife from outside their residence. He ran outside and observed his vehicle window smashed and a male suspect running down the street holding a purse and backpack. The athletic 36 year victim pursued the aging 55 burglar and able to detain him two blocks away. Officers arrived and took the suspect into custody. The victim was able to recover all of his property and the suspect was booked into county jail. Occurred: 06-18-13 at 9:55pm.

Escapee Captured

The San Francisco Police Department was contacted by a Lake County Deputy who provided reliable information regarding the whereabouts of an escaped fugitive from their correctional facility. Due to the reliable information, surveillance was set up at the terminal and the fugitive was spotted entering the building. Following his arrest, officers searched his pockets finding over sixty various pills which are considered

controlled substances and illegal to possess without a doctor's prescription. The fugitive was booked into jail for his outstanding warrant and the narcotics offense: 06-17-13 at 10:30pm.

Stolen Vehicle with a Scent

Some of the best arrests made by officers routinely result by coincidence and being at the right place at the time. This incident is one such example. Officers were dealing with an aggressive solicitor at the Chevron gas station near Harrison Street and 6th Street, when they observed a suspicious vehicle at the gas pump. A records check of the license plate revealed that the 2006 Pontiac Grand Am had been reported stolen out of Santa Rosa. The driver who was pumping gas and four other occupants were detained without incident. The stolen vehicle status was confirmed and an inventory search of the vehicle revealed a large amount of marijuana in the trunk as well as a replica "cir soff" pistol under the rear floor board. All five occupants are residents of the east bay, however the 20 year old driver was the only suspect arrested in this incident. The other young suspects were released from the scene and the driver was booked into county jail for driving a stolen vehicle and illegal transportation of marijuana. Occurred: 06-18-13 at 10:09pm

DUI Driver Blocks Muni

A 25 year old driver was arrested for operating a motor vehicle under the influence of alcohol following a noninjury traffic collision near the intersection of Market Street and Rose Street. Muni inspectors requested police assistance after finding an abandoned vehicle stuck on the center-divide and blocking the street level railway tracks. Upon arrival, officers contacted the female driver who was also the registered owner of the vehicle. The driver, who initially stated an unknown friend was driving, admitted to the collision as well as consuming two whiskeys from the Rebel Comedy Club. Field sobriety tests were conducted which resulted in the arrest of the driver who a blood alcohol content of almost 3 times the legal limit. She was booked into county jail and her vehicle was towed from the scene. Occurred 06-18-13 at 11:27pm.



SOUTHERN STATION RESOURCE LIST

 EMERGENCY:
 911

 Non-Emergency:
 553-0123

 SFPD Anonymous Tip Line:
 575-4444

 Customer Service Center:
 311

 Southern Station:
 553-1373

Southern Station Anonymous Tip Line: 552-4901 Web: www.sfgov.org/police

For Crime Stats, Internet reports, etc.)

Southern Station email
Captain Michael Redmond
Lieutenant Steve Balma
(Station Investigations)

sfpd.southern.station@sfgov.org
michael.redmond@sfgov.org
steve.balma@sfgov.org

Market Street Foot Beats 553-1373 Sergeant Brian Oliver

Southern Station Anonymous Tip Line 552-4901

Graffiti Abatement 278-9454
Graffiti Fax 278-9456

Southern Station Events: 553-9191 TBD

Southern Station Permits: 553-9192 Officer Simon Chan Southern Station- District 553-1252 Marisa Rodriguez Attorney

Code Abatement: 553-1308 Officer Simon Chan

Deputy City Attorney: 554-3887 Jennifer Choi

DPW 695-2020 Dispatch

Dept. Parking & Traffic: 553-1943 Quality of Life Liaison: 553-1373 SF SAFE 553-1984

San_Francisco_SAFE_Inc@mail.vresp.com

Homeless Issues: 553-1373 Officer Reyes

Officer Moilanen
SF Homeless Outreach Team 734-4233

24 Hour Disptach

Text a Tip from your cellular phone - It's still anonymous

TEXT-A-TIP
TEXT 847411 (IIP411)
TYPE "SFPD" THEN
TYPE YOUR TIP

Through computers with Internet capability, SFPD Operations personnel will view all tips received 24/7 and evaluate each one. If the tip is of an emergency nature, personnel will forward it immediately to the Department of Emergency Management for officer dispatch. They will forward all other tips for assignment to the appropriate investigative bureau or district station. Investigative units will have an Internet-capable computer at their disposal and will be able to text back and forth with the tipster based on a randomly assigned ID number that the

system, provided by Citizen Observer, Inc., supplies. The ID number is wholly confidential and is maintained in the company's server.

Procedure: Enter either TIP411 or 847411 in the "To" field and the keyword SFPD in the text field, followed by the message. (Complete instructions follow.)



SOLVING CRIME THROUGH SOCIAL MEDIA

The Line-Up is a crime prevention tool that allows the public to get involved through social media. The goal is to get the public involved in solving cold case files by watching and identifying video surveillance of suspects committing crimes. Contact information will be listed below and the public can be anonymous if they choose. The San Francisco Police Department will be releasing one video per week of suspect(s) involved in a criminal act.

Remember, you have the power to make a difference in our community. Be a crime fighter and help us in identifying these criminals. www.sf-police.org.

Community Resources/Information

South of Market neighborhood preparedness (www.SouthBeachSafety.com)





Auxiliary Law Enforcement Response Team (ALERT)

he San Francisco Police Department has developed a volunteer citizen disaster preparedness program. The Auxiliary Law Enforcement Response Team (ALERT) will recruit, train, credential, and uniform volunteers to assist law enforcement in the event of a natural or manmade disaster. Volunteers must be at least 16 years of age and live, work, or attend high school in San Francisco. For a comprehensive overview of the ALERT program, please visit our webpage at www.sanfranciscopolice.org/alert

Free Training for Emergency Readiness

San Francisco Fire Department

Neighborhood Emergency Response Team (NERT)

WHO:

For everyone - bring your friends, family and neighbors!

WHAT: Ready Yourself Workshop - FREE!

This workshop will cover what everyone should know to prepare personally, as a business and as a community for a disaster, large or small.

Topics Include:

- ? Risk Awareness
- ? Disaster Supplies
- ? Personal Disaster Planning
- ? NERT Overview
- ? Prepare by block/business/building with SAFE & NERT

WHERE:

The Infinity Towers - Club Room

333 Main Street at Folsom Street

WHEN: Monday June 24, 2013 6:30pm-8:30pm

HOW:

RSVP to http://bit.ly/107Hw1S or call 415-970-2024 to register

For more information about NERT, visit www.sfgov.org/sfnert

And about SF SAFE and Neighborhood Watch, visit www.sfsafe.org

WHY:

For your safety in times of emergency, it matters what you do today!!!

A Message from SF SAFE:



Watch streets become communities, and neighbors become friends. Watch crime go down, as security goes up. Watch police become partners as you join with them in making your neighborhood a better place to live.

Start a Neighborhood Watch on your block and see all these things happen!

SF SAFE (Safety Awareness for Everyone) will give you the knowledge and tools to create a stronger, more cohesive and resilient community, and teach you how to be prepared and empowered at work, on the streets or sidewalks and in your home.

Contact SF SAFE at 415-553-1984 or learn more at www.sfsafe.org

Megan's Law Website Access:

The general public can find out information on sexual predators on line by going to the DOJ website: www.meganslaw.ca.gov or at the SFPD link at www.sfgov.org/police. You may check specific names or zip codes to locate those listed in the database.

311 Customer Service Center:

What is 311? 311 is a toll free, NON-EMERGENCY phone number that the public can call to access information about government services. A live customer service representative will be available 24 hours a day, seven days a week, and 365 days a year. The service is available to both wired and wireless customers. Wireless customers should call (415) 701-2311. 311 employees will be able to provide translations services in more than 145 languages and dialects and will employ a diverse staff of customer service representatives. Additionally, 311 is set up to accept calls from the hearing impaired by utilizing a TTY System.

*311 will also take police reports if you DO NOT have any suspect description and the crime is not in progress. After meeting these conditions these are the reports 311 will take: larassing phone calls, vehicle break in, vehicle tampering, lost property, theft, and vandalism/graffiti reports.





Captain Michael Redmond June 30, 2013

Captain's Message

Dear Southern Station Community Members,

On Saturday, June 29, 2013 we had our first annual "Pro Day" at Candlestick Park. This was a collaborative effort between Southern and Tenderloin police districts in conjunction with the non-profit "Be Human." Be Human was an awesome partner and provided numerous volunteers for the event. I would like to thank all of the officers and Be Human volunteers that made this a very successful event.

The preparing for this event started two months ago where the kids from all over the city participated in educational workshops that included bullying, gang awareness, drug awareness, health and fitness. Their reward for participating in this program was a day at Candlestick Park where they participated in eight different clinics and culminated in a flag football tournament. The day was very successful where we had approximately 300 kids from age 8-16 at Candlestick from different neighborhoods throughout San Francisco.

We ended the day with a flag football tournament and after pool play we had the first annual "City Bowl Championship" game. The game pitted United Playaz (SOMA) vs. the Willie Mays Clubhouse (Bayview). It was a great game with United Playaz pulling it out 21-14. The kids from United Playaz were rewarded with a large trophy to keep at their clubhouse until next vear's event.

Congratulations United Playaz!!!!! Mike

Monthly Community Meeting:

The next Captain's Monthly Forum will be Wednesday, July 17, 2013 at 6:30 PM.

Location: 1667 Market Street (Red Cross Building)

Topic: TBD

<u>District Community Meeting:</u> See attached Flyer Sixth Street Improvement Pilot Project Meeting

Hosted by: Supervisor Jane Kim and MTA When: Friday, July 10, 2013 6:00 pm

Where: Gene Friend Recreation Center at 6th and Folsom

Streets.

Arrest of the Week



Officers responded to the 100 block of Mission Street on the report of a robbery. The 52 year old victim said he was slowly riding his bicycle south of on 10th Street from Mission Street when he was attacked from behind. An unknown suspect punched the victim in the face causing him to lose balance and crash into a parked car. After regaining his composer, the victim said he observed one of the other suspects riding away with his bicycle.

A description of the bicycle and suspect was broadcasted to other officers in the district. Moments later, the suspect who was riding the bicycle was observed entering a residential hotel on the 100 block of 6th Street. The suspect was detained and found to be on active parole. The victim subsequently identified the detained parole as the subject that robbed him. The 44 year old suspect who was on active community parole for burglary was booked into jail for robbery, possession of stolen property, and a parole violation. The other three suspects were not identified or located. Occurred: 6-26-13 at 3:47pm.

Investigation of the Week

On June 11th, a female victim reported that she was accosted by a male subject with a gun while jogging near The Embarcadero South and Brannan Street. At that time, the male subject stole the victims Apple iPhone 4. During the initial incident, responding officers searched the area but were unable to locate the suspect.

During a subsequent investigation, Southern Station inspectors were able to trace the stolen phones serial number to an electronic pawn shop located at the Westfield Mall called Eco-ATM. The Eco-ATM is an electronic pawnshop per say which pays cash in exchange for used cellular telephones. Even though this machine has no attendant, it is licensed as a pawn shop and thus regulated as such.

In order to obtain exchange the phone, the seller must provide a copy of their driver's license. The machine like any other ATM machine also digital records the seller and his identification for documentation purposes. The record of the sale and phone serial number is then entered into a database which law enforcement may access. In this case, the investigation officer was able to locate a pawn record for the phone.

The pawn record revealed the phone was entered into pawn approximately 20 minutes after the initial robbery with the victim. The photographic evidence including the suspects address in San Bruno was obtained and an arrest warrant was drafted. Several inspectors then traveled to San Bruno and confronted the suspect who was standing in the front yard of his residence. Inspectors subsequently learned the suspect was currently on active felony probation for a prior carjacking conviction.

The suspect was arrested on several felony charges. Occurred: 6-23-13 @ 2:05pm.

Significant Incidents

Auto Burglary - Treasure Island

A 27 year old resident of San Francisco parked his Mini Cooper in the parking lot at 191 Avenue of the Palms. He returned an hour later finding his vehicle unlocked and his wallet missing from the vehicle compartment. An unrelated bystander subsequently arrived on scene and said she found a wallet belonging to the victim near 2 Avenue of the Palms. The victim checked his wallet finding his credit cards and \$80 in currency missing. It appears the victim failed to lock the vehicle doors, thus allowing the suspect free reign. Occurred: 6-21-13 at 1:45pm.

Hazardous Fuel Spill

Officers were patrolling near Howard Street and 3rd Street when they observed a slick substance on the roadway. The liquid which was determined to be gasoline was causing havoc with vehicles trying to both accelerate and brake due to traffic conditions. The spill continued over three blocks where it ended on 6th Street. Officers contacted a nearby business owner who said he observed a fuel truck stop in front of his business and saw the driver fixing the leaking vehicle. Once fixed the driver left, having failed to report the incident to police or fire authorities. The truck contained a door logo which stated "MRNROKIN Trucking". Occurred: 6-21-13 @ 5:15pm.

Cell Phone Robbery

A 27 year old Alameda resident had just exited the 71 Muni line at Market and 7th Streets and was looking at her cell phone when four suspects approached her. The victim said she was pushed to the ground and her cell phone was stolen. All four suspects then fled into the Bart entrance and were never located. They are described as black male juveniles ranging in age from 14 to 16 years of age. ***YOU HAVE THE ABILITY TO PREVENT YOURSELF FROM BEING A VICTIM. USE YOUR PHONE IN A SAFE LOCATION AND BE AWARE OF YOUR SURROUNDINGS. *** Occurred: 6-22-13 at 12:40am.

Attempted Fraud

Two residents who live on the 500 block of Natoma Street reported fraudulent activity on their Bank of America accounts. It first began with a \$9000 transfer followed by numerous credit card transactions in both the San Francisco and Oakland areas. The most suspicious issue; was the fact that both husband and wife were now missing their ATM cards. The victims believed someone had entered their home the night before using the unlocked back door and stolen their cards from the bedroom. The bank was alerted and the bank cards were turned off. This investigation is ongoing. *Reported: 6-23-13 at 10:52am.*

Nightclub Brawl

Officers responded a nightclub on the report of a large fight in the street. Upon arrival, they contacted a 23 year old San Francisco resident who was bleeding from the mouth and had an obvious jaw deformation. The reluctant and infoxicated victim refused to cooperate with police and no information was provided regarding his injuries. Nightclub security related that the victim and at least 10 other subjects were involved in a large fight after leaving the nightclub. The security officer observed the victim on the ground being kicked by other unknown subjects. The victim was transported to San Francisco General Hospital and refused to cooperate with police. No other parties involved in this incident have been identified. Occurred: 6-23-13 at 2:15am.

Vehicle Burglaries - Treasure Island

During subsequent reports of auto burglaries at 191 Avenue of the Palms, a second victim reported her vehicle window to be smashed by an unknown suspect. Upon searching the vehicle, the victim reported her purse had been stolen from the center console. At about the same time, a third victim reported the rear window of his truck had also been smashed and he was missing a backpack containing camera equipment. Occurred: 6-23-13 between 2:30pm and 8:00pm.

Unruly Neighbors

A 40 year old transient victim told police he was sleeping on the unit block of Merlin Street and trying to get a bit of well needed rest after a long night of drinking when he was awoken by loud noise coming from his neighbor. The victim told the female subject to "shut up" at which point she responded by hitting him at least three times in the head with a wooden bat. As a result, the victim was knocked unconscious and the suspect fled the area and was not located. The victim was transported to San Francisco General Hospital for treatment of his injuries. He is expected to survive. *Occurred: 6-26-13 at 2:40am.*

Significant Arrests

Busted Boxer

Officers responded to the area of 7th Street and Market Street on the report of a cell phone robbery which had just occurred. In this instance, the victim was able to provide a solid clothing description of this would be robber. His description included a shaved head, red shorts, a white sleeveless t-shirt, with boxing gloves around this neck. Even though San Francisco is full of people clothes in various attires, officers had little problem locating this 21 year old suspect from Pittsburg only a block away. Upon making contact, the suspect fled as officers gave chase for several more blocks. Unfortunately, this young boxer was not prepared for tonight's fight and became winded after the short chase. Officers tackled him to the ground and placed him in handcuffs. They recovered the stolen cell phone in the suspects possession and he was subsequently booked into jail. Occurred: 6-21-13 @ 7:48pm.

Caught in the Act

Undercover officers were partolling the 800 block of Harrison Street when they observed a suspicious character walking very close to the curb line instead of using the unobstructed sidewalk. These proficient officers, knowing too well of the auto thefts which plagued this district took up a position to watch the suspect. They observed him looking into vehicle using his cell phone as a flashlight. The 28 year old suspect stopped in front of a parked Buick and quickly broke the window with an unknown object. The suspect removed a woman's warse from the passenger compartment and walked over to a nearby doorway. The suspect then dumped the contents of the purse and attempted to flee the scene. Officers gave chase and quickly arrested the suspect before he could leave with his stolen loot. The suspect who was out on parole was booked into jail for auto burglary. Occurred: 6-23-13 at 12:04am.

Refusing to be a Victim

While waiting for a taxi at the corner of 7th Street and Mission, the 26 year old victim was approached by two subjects. The primary suspects grabbed the victim's purse from her left arm. When she resisted the robbery, the same suspect pulled the victims hair and pushed her to the ground. In doing so, the victim dropped her cell phone which was quickly scooped up by the other suspect. Both suspects then fled towards Moss Street with the victim chasing behind. Bystanders helped direct the victim who chased the primary suspect into Extreme Pizza located Folsom Street. The victim, who refused to give up, confronted the suspect and physically detained her until police arrived. The original 911 caller, found the victims purse on the street and returned the item with nothing missing. The stolen cell phone was recovered in the suspect's jacket pocket. The 20 year old suspect from Oakland was booked into jail on a felony robbery charge. Occurred: 6-23-13 at 9:00pm.

Market Street Drug Dealer Arrested

Market Street foot beat officers were patrolling the area near Market Street and Jones Street when they observed a familiar subject whom they recognized as being on probation. As the approached the 24 year old suspect, one officer spotted a plastic baggie of marijuana sticking out of a beanie cap held by the suspect. A further probation search of the suspect revealed seven ecstasy tablets, folded currency consistent with narcotics sales, and no medical marijuana card. Following his arrest, the suspect bragged about how he was going to "walk" on this case and then threatened to find the arresting officer and shoot him. The suspect has a lengthy criminal history including illegal firearms violations, and threatening witnesses. He was booked into jail on several felony charges including a probation violation. Occurred: 6-25-13 at 1:20pm.





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Remember, you have the power to make a difference in our community. Be a crime fighter and help us in identifying these criminals. www.sf-police.org.

DON'T GET TAKEN BY CON ARTISTS



CON ARTISTS are persuasive and persistent. The schemes described here have many variations, but they all have the same goal:

GAINING YOUR CONFIDENCE AND TAKING YOUR MONEY

This information is provided to help you identify fraudulent schemes; ways to avoid becoming a victim and whom to call if you believe you have been swindled by a con artist.

Earthquake Relief Fund:

This scam involves receiving a phone call from the suspect who identifies himself as calling from an official government office in San Francisco. The caller solicits donations for the "Earthquake Relief Fund". There has been a recent reporting in these crimes occurring in the Asian community.

Grand Parent Scam:

This scam involves receiving a phone call from a suspect pretending to be a "grandchild" in distress. The suspect says that they are in Mexico (or another country) and in trouble. They ask the elder to wire them money, often through Western Union. Although employees at Western Union have tried to dissuade the seniors from sending the money, these employees are rarely believed.

Pigeon Drop:

This scam usually involves 2-3 suspects working together to con you into believing they have found money, diamonds, gold bars, etc. They want to share it with you, but someone must hold the found item for a while before splitting it. You are convinced to withdraw good faith money from your bank account to be combined with the suspect's good faith money in a bag or handkerchief. The suspects switch the bag or handkerchief and disappear. They leave you with nothing but torn paper.

Charity Switch:

Very similar to Pigeon Drop, but with a slight variation: You are approached by suspect-one who claims to have recently come to America with a large amount of cash to be delivered to a church or a charity. Suspect-one then says he must leave the country soon and asks you & suspect-two to deliver the money for him. You are asked to put up 'good faith' money to show you are honest. Suspects switch the money and disappear.

Bank Examiner:

This suspect approaches you or may call you on the phone claiming to be a police officer that is investigating a bank employee for embezzlement. You are asked to go to your bank and withdraw cash so the officer can watch the bank employee. You are told to give the money to a "detective" who will return it to the bank for you. The suspects disappear with your money.

Sweetheart Swindle:

This scam often involves an elderly man (70+) who is befriended by a young woman. She convinces him that she truly cares about him and implies a romantic interest. She tells him she needs money for rent, food, furniture, and her business by that she needs surgery. She may swindle him out of his life savings, often causing him to file bankruptov.

Fortune-Telling/Psychic Fraud:

You may be approached at stores, hotels, restaurants, etc. or when you go to a 'psychic reader.' The psychic convinces you that you have an evil curse or evil spirits that must be 'cleansed.' Cleansing is an ongoing process that requires you to pay thousands of dollars in cash, iewelry, clothing, vehicles, etc.

Lost Pet or Lost Property:

You place an ad in a local paper about a lost pet or lost property. You then receive a call from a long-haul truck driver who found your missing item but he is now hundreds of miles away. He will return your property (or advise of the location of your pet) after you send a "reward" by Western Union.

Lost/Stolen Purse:

A 'police officer' calls you to advise he found your purse (often before you realize it is missing or have reported it). The 'officer' needs your personal information for his report. You, believing a police report is being taken, provide your information and take no further action.

Mail Theft:

Both incoming and outgoing mail may be taken from your mailbox. Your checks are 'washed' to remove payee and amount and altered so the suspect can cash them for more money. Your ATM and credit card numbers are picked up from your bills and used for purchases. Your credit card applications are taken and altered so the suspect receives a credit card in your name.

Home Repair:

These suspects go door-to-door offering you a great deal on yard work, roof repair, chimney sweeping, house painting, etc. They may have 'extra' supplies left over from their last job so they can save you money. At the completion of the work they claim they used more supplies or there was more work than anticipated so they demand more money from you. They can be very intimidating.

Distraction/Imposter Burglary:

These suspects can include women with children. A suspect comes to your home and engages you in conversation while other (unseen) suspects enter your house through another door and take cash and property.

Or

A suspect comes to your house claiming to be from a City or County agency or a utility company employee. He needs to come into your house to check for problems. Once inside your house, the suspect distracts you and takes cash and valuables.

Canadian Sweepstakes:

You receive a call from someone who says you have won a Canadian sweepstakes, but you must pay Canadian taxes before the winnings can be claimed. You are told to send a cashier's check or wire money via Western Union to them in Canada.

Purchase of Lottery Tickets:

You receive mail or calls from a company 'representative' who will purchase lottery tickets in another state for you (usually Florida) and send you photo copies of your tickets. (They keep the originals so they can collect for you if you win.) You may write them monthly checks, allow them to debit your checking account or provide them with credit card numbers so they can purchase lottery tickets for you on a weekly basis.

WHAT CAN I DO TO PROTECT MYSELE?

One of the biggest problems facing law enforcement in identifying and apprehending con artists is that the victims are reluctant to report the crime because of embarrassment. This is what the con artists count on. Don't help them get away with their crime

MAKE A REPORT

The only way we can stop these criminals is if you report it. You weren't their first victim and you won't be their last!

WHO DO I CALL?

San Francisco Police Department

Emergency 9-1-1

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Prepared by

The San Francisco Police Department Financial Crimes Unit

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Megan's Law Website Access:

The general public can find out information on sexual predators on line by going to the DOJ website: www.meganslaw.ca.gov or at the SFPD link at www.sfgov.org/police. You may check specific names or zip codes to locate those listed in the database.

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What is 311? 311 is a toll free, MON-EMERGENCY phone number that the public can call to access information about government services. A live customer service representative will be available 24 hours a day, seven days a week, and 365 days a year. The service is available to both wired and wireless customers. Wireless customers should call (415) 701-2311. 311 employees will be able to provide translations services in more than 145 languages and dialects and will employ a diverse staff of customer service representatives. Additionally, 311 is set up to accept calls from the hearing impaired by utilizing a TTY System.

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JOIN Supervisor Kim and the SFMTA



WHAT: Sixth Street Improvement Pilot Project Meeting WHO: Supervisor Jane Kim & SFMTA WHEN: Friday, 7/10/13 @ 6:00pm

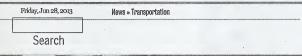
WHERE: Gene Friend Rec Center WHAT: Give input on the Sixth Street Improvement Project! SIXTH STREET COMMUNITY

The District 6 Pedestrian Safety Work Group and D6 community brainstormed with the SFMTA this past February on how to improve pedestrian safety along the Sixth Street corridor – which has one of the highest vehicle-pedestrian collisions in the City.

Supervisor Kim has been working with the SFMTA to fund the Sixth Street Improvement Project, including a test pilot in the fall that would:

- Widen pedestrian sidewalk space
- Improve traffic signalization
- Provide mid-block crossings
- Slow traffic crossing Market Street onto Sixth
- · Identify positive community activation along Sixth Street







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June 25, 2013 Log in | Create Account

Expansion of Ferry Building planned to add more Bay travel

By Andrea Koskey @SFEX_Koskey



A \$110 million proposal aims to increase local ferry options, especially between The City and East Bay cities such as Richmond and Berkeley.

RELATED STORIES

Struggling South San Francisco ferry service looks to expand to attract more customers By Will Reisman

Three new docks at the Ferry Building, along with better access to ferries by land, are part of a plan to widely expand water-based transportation on San Francisco Bay.

The 110 million proposal would take years to build, but would be able to handle the eventual growth envisioned for water travel.

"We have a plan under which we are looking at various areas we might expand," said Ernest Sanchez, a spokesman for ferry operator the Water Emergency Transportation Authority. "It's part of an evaluation process where we look at routes, infrastructure and possibly more vessels."



Sanchez said additional service to Richmond and Berkelev is at the top of the list. Service to Antioch, Hercules, Martinez, Redwood City and Treasure Island also is being considered. according to planning documents. The transportation agency currently runs ferries to Vallejo, Oakland, Alameda and South San Francisco with a fleet of 11 ships.

Under the proposal, three new piers and ferry gates would be built at the Ferry Building. Pedestrian areas also would be revamped to include new canopies in waiting areas and protection from weather, along with a staging

area for evacuees in the event of an emergency such as an earthquake.

Significant land improvements, according to planning documents, would include new waiting and passenger queuing areas and a plaza along The Embarcadero from the Ferry Building south to the Agriculture Building at Mission Street, where there is a small open area.

The new plaza would be roughly 24.500 square feet and expand upon the existing open area roughly 460 feet into the water. As a result, it would require new decks and pilings and surface improvements.

The proposal is currently under environmental review and the public is invited to see the plans during a community meeting today.

The Port of San Francisco owns the piers at the Ferry Building and contracts with the WETA to provide ferry service.

IF YOU GO

What: Public meeting regarding Ferry Building expansion

When: 5:30 p.m. today

Where: Pier 1, Bayside Conference Room, The Embarcadero

Note: Public is invited to learn about environmental impact report for project

Transportation archives »

Tallings: Transportation, san francisco ferry building, san francisco bay ferry service, water emergency transportation service



ANDREA KOSKEY

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Bloomberg

Lennar Gets Investment in San Francisco Project From TPG

By Dan Levy - Jun 28, 2013

Lennar Corp. (LEN), the third-biggest U.S. homebuilder by revenue, received an investment from TPG Credit Management LP in its Hunters Point project in San Francisco.

TPG Credit purchased a "significant minority stake" in the project, the Miami-based builder's Lennar Urban unit in San Francisco said in a statement yesterday. It didn't disclose the amount of the investment.

Lennar broke ground two days ago on 480 studios and townhomes at the development, on the site of a former naval shipyard. Construction of as many as 10,500 residences, commercial buildings, job-training centers, parks, trails and open space is envisioned over two decades, under the plan by the Lennar-led group that controls the site.

"This public/private partnership is exciting because San Francisco needs housing and it needs jobs," Lennar Urban President Kofi Bonner said in the statement. "Investors understand that the time is right for this project."

TPG Credit, based in <u>Minneapolis</u>, invests in real estate through purchases of properties and debt. The independent company was founded in 2005 with private-equity firm TPG Capital as a silent minority partner, according to its <u>website</u>.

Owen Blicksilver, a spokesman for TPG Credit, said the company had no immediate comment on the transaction.

The San Francisco area topped the S&P/Case-Shiller index of <u>home prices</u> in 20 major cities, with a 24 percent jump in April from a year earlier. Values have been bolstered by a tight supply of home listings and growth at technology, health-care and hospitality companies. Employment has increased for 34 months on a year-over-year basis, according to California state labor data.

Prices Surge

The median price of a San Francisco single-family home in May surged 32 percent from a year earlier to a record \$947,260, while condominiums gained 27 percent to \$881,020, also a record, data from the California Association of Realtors show, San Francisco was the only county in the state to surpass its prior peak, according to the Los Angeles-based trade group.

"San Francisco is attractive to foreign investors and you've got low rates, low inventory and the Silicon Valley economy," Leslie Appleton-Young, chief economist for the state Realtors, said in an interview.

Condo developers such as Lennar and Tishman Speyer Properties LP are benefiting from the supply shortage, luring both homebuyers and investors to their projects as heated demand shows no sign of slowing. A luxury high-rise with 655 units, a joint venture of New York-based Tishman and Shenzhen, China-based developer China Vanke Co. (200002), broke ground near San Francisco's financial district the same day as Hunters Point.

Largest Redevelopment

The Lennar site covers 750 acres (300 hectares) and is the city's largest redevelopment project. according to Mayor Edwin Lee, who spoke at the groundbreaking. About a third of residential units in the development's first phase, which may total as many as 1,400 homes built over five years, will be priced below market, according to the builder.

"We are moving forward without delay to transform the blighted former shipyard to bring new housing, parks and thousands of construction and permanent jobs to San Francisco in the next three decades," Lee said at the event.

TPG Credit's investment with Lennar only applies to Hunters Point and not the Treasure Island location that is Lennar's other San Francisco housing site, according to the builder. Talks between Lennar and China Development Bank Corp. for \$1.7 billion in financing for both projects ended earlier this year, two people with direct knowledge of the matter said in April.

Lennar's fiscal second-quarter orders climbed 27 percent from a year earlier to 5,705 homes, the company reported earlier this week. Earnings of 43 cents a share, which excluded a tax-related gain, beat analysts' estimates. U.S. new-home sales in May climbed 29 percent from a year earlier to the highest since July 2008, according to the Commerce Department.

To contact the reporter on this story: Dan Levy in San Francisco at dlevy13@bloomberg.net

To contact the editor responsible for this story: Kara Wetzel at kwetzel@bloomberg.net



@ PRINTTHIS

Hundreds Of Boys & Girls Club Kids Rally With Olympian Gail Devers To Eat Their Fruit & Vegetables At "Fruit & Veggie Fest" In San Francisco



Boys & Girls Clubs of America (BGCA). (PRNewsFoto/Boys & Girls Club of America)

DOVE 9. CIDI C CITIDE

Kids Celebrate National Fruit & Vegetable Month with Food Trucks & Interactive Veggie Zone to Learn about Healthy Eating, Have Fun with Fruits and Vegetables

SAN FRANCISCO, June 27, 2013 /PRNewswire-USNewswire/ -- Hundreds of kids are sending a powerful message to their parents and peers at San Francisco'sTreasure Island today; they are proclaiming "GIVE ME MY FRUITS AND VEGGIES!" June is National Fruit and Vegetable Month and, to celebrate, Boys & Girls Clubs of America (BGCA) is hosting the first ever Fruit & Veggie Fest to show kids that healthy food options can be tasty, easy and fun.

(Logo: http://photos.prnewswire.com/prnh/20050921/CLW030LOGO)

At the Fruit & Veggie Fest, more than 200 youth from Boys & Girls Clubs around the San Francisco area will meet three-time Olympic champion and gold medalist Gail Devers while sampling and judging kid-friendly fruit and vegetable dishes prepared by some of San Francisco's most popular food trucks, including Liba Falafel, Doc's of the Bay, Little Green Cyclo, andTres Truck. Local kids will also participate in the Veggie Zone, an interactive area where they can create their own healthy snacks from farm fresh ingredients; squeeze tomatoes and mix vegetables to create the most flavorful salsa; and compete in a veggie-themed obstacle course.

The Fruit & Veggie Fest is part of BGCA's Triple Play program, which has engaged kids nationwide for almost a decade to reinforce healthy lifestyles through three focus areas – Mind (healthy eating), Body (physical activity) and Soul (healthy relationships). The Triple Play program is made possible by support from The Coca-Cola Company and the WellPoint Foundation

"Finding new ways to help kids learn about eating healthy and the variety of tasty fruits and vegetables available is essential for promoting healthy lifestyles," said Gail Devers, Olympian and special host for the Fruit & Veggie Fest. "I am extremely excited to be here today to taste flavorful foods, teach kids the value of eating right and demonstrate how positive food choices can benefit their health."

The Centers for Disease Control and Prevention (CDC) reports obesity rates in children and teens have nearly tripled since the early 1980s, and about one-third of adults are considered obese today. Through Triple Play, BGCA, the WellPoint Foundation and The Coca-Cola Company are working together to help kids and families learn about active lifestyles and good nutrition to improve their health and avoid lifelong health issues.

"It is challenging for kids to make healthy decisions if their environments do not offer or celebrate healthy foods and choices. With more than three out of ten kids categorized as overweight or obese, it is critical that we educate and provide the tools necessary for youth to make the right choices," said Wayne B. Moss, senior director, Healthy Lifestyles, BGCA. "Kids participating in this first Fruit & Veggie Fest will get elbow-deep in flavorful bell peppers and pineapple in the *Veggie Zone*, and have an amazing time while eating their fruits & veggies in America's 'culinary capital'!"

"Making fruit and vegetable choices fun and simple for kids is an important part of teaching healthy habits that last a lifetime," said Erika Von Heiland Strader, Director, Community Marketing, The Coca-Cola Company. "Through Triple Play, we are working together with BGCA to make an active and healthy lifestyle easier for kids, their parents and Clubs around the country."

"Building healthy habits from an early age can make a tremendous impact on long term health," said Lance Chrisman, executive director, WellPoint Foundation. "This event is all about showing kids that fruits and vegetables are not only healthy, but are also tremendously flavorful and satisfying. In an age where the faster choice is all too often the easier choice, we hope our efforts and events like the Fruit & Veggie Fest will prompt kids learn to look for better options to fuel their daily lives."

Kids at the Fruit & Veggie Fest will vote for their favorite food truck dish, and the recipe for the winning healthy dish will be shared for all Boys & Girls Clubs to prepare this summer. Thousands of Clubs will be encouraged to cook the winning recipe as part of the Triple Play Healthy Habits programming for kids throughout the country.

For more information about Triple Play or to view the Fruit & Veggie Fest recipes, visit www.bgca.org/tripleplay.

Triple Play: A Game Plan for the Mind, Body and Soul

Triple Play, a healthy lifestyles game plan for the mind, body and soul, was launched in 2005 by Boys & Girls Clubs of America (BGCA) in collaboration with the Department of Health and Human Services with support from The Coca-Cola Company. The goal of Triple Play is to encourage kids to eat healthier, become more physically active and increase their ability to engage in healthy relationships. A two-year study of more than 2,000 children ages 9-14 showed that Triple Play succeeded in getting them to exercise more, eat healthier foods and feel better about themselves. The study found that Triple Play kids increased to 90 percent of the federally recommended amount of daily exercise, which is 60 minutes a day for children.

while their peers outside the program decreased to 78 percent. Triple Play includes five program components, each of which serves between 20,000 and 500,000 youth annually. Since its inception in 2005, Triple Play has made more than 6 million connections with kids across the country. In 2011, the WellPoint Foundation joined BGCA and Coca-Cola as a Triple Play sponsor. Learn more about the program at www.bgca.org/tripleplay.

About Boys & Girls Clubs of America:

For more than 100 years, Boys & Girls Clubs of America (GreatFutures.org) has enabled young people most in need to achieve great futures as productive, caring, responsible citizens. Today, more than 4,000 Clubs serve some 4 million young people annually through Club membership and community outreach. Clubs are located in cities, towns, public housing and on Native American lands throughout the country, and serve military families in BGCA-affiliated Youth Centers on U.S. military installations worldwide. They provide a safe place, caring adult mentors, fun, friendship, and high-impact youth development programs on a daily basis during critical non-school hours. Priority programs emphasize academic success, good character and citizenship, and healthy lifestyles. In a Harris Survey of alumni, 57 percent said the Club saved their lives. National headquarters are located in Atlanta. Learn more at http://www.bqca.org/facebook and http://bqca.org/fwitter.

About The Coca-Cola Company

The Coca-Cola Company (NYSE: KO) is the world's largest beverage company, refreshing consumers with more than 500 sparkling and still brands. Led by Coca-Cola, the world's most valuable brand, our Company's portfolio features 16 billion-dollar brands including Diet Coke, Fanta, Sprite, Coca-Cola Zero, vitaminwater, Powerade, Minute Maid, Simply, Georgia and Del Valle. Globally, we are the No. 1 provider of sparkling beverages, ready-to-drink coffees, and juices and juice drinks. Through the world's largest beverage distribution system, consumers in more than 200 countries enjoy our beverages at a rate of more than 1.8 billion servings a day. With an enduring commitment to building sustainable communities, our Company is focused on initiatives that reduce our environmental footprint, support active, healthy living, create a safe, inclusive work environment for our associates, and enhance the economic development of the communities where we operate. Together with our bottling partners, we rank among the world's top 10 private employers with more than 700,000 system associates. For more information, visit Coca-Cola Journey at www.coca-colacompany.com, follow us on Twitter at twitter.com/CocaColaCo or check out our blog, Coca-Cola Unbottled, at www.coca-colablog.com.

About WellPoint Foundation

The WellPoint Foundation is the philanthropic arm of WellPoint, Inc. and through charitable contributions and programs, the Foundation promotes the inherent commitment of WellPoint, Inc. to enhance the health and well-being of individuals and families in communities that WellPoint, Inc. and its affiliated health plans serve. The Foundation focuses its funding on strategic initiatives that address and provide innovative solutions to health care challenges, as well as promoting the Healthy Generations Program, a multi-generational initiative that targets specific disease states and medical conditions. These disease states and medical conditions include: prenatal care in the first trimester, low birth weight babies, cardiac morbidity rates, long term activities that decrease obesity and increase physical activity, diabetes prevalence in adult populations, adult pneumococcal and influenza vaccinations and smoking cessation. The

Hundreds Of Boys & Girls Club Kids Rally With Olympian Gail Devers... -- SAN FRAN... Page 4 of 4

Foundation also coordinates the company's annual associate giving campaign and provides a 50 percent match of associates' campaign pledges. To learn more about the WellPoint Foundation, please visit www.wellpointfoundation.org and its blog at http://wellpointfoundation.tumblr.com.

SOURCE Boys & Girls Clubs of America

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Gay-friendly wines come out in California



(0 votes, average 0 out of 5)

Written by Michelle Lock, AP writer Jun 27, 2013

Wineries are coming out loud and proud in their support of gay marriage. They're putting it right on the

"Little by little, we're breaking down the barrier," says Gary Saperstein of Out in the Vineyard, a tour company based in California's Sonoma wine country that caters to gay travelers.

One of the barrier-breakers is Same Sex Meritage, a red blend that sends its message on the bottle and at the cash register - \$1 for every bottle sold is donated to the advocacy group Freedom to Marry

"It's the right thing to do," says Matt Gold, who is based in Chicago and teamed with Josh Stein of Stein Family Wines in California to make the wine, which launched last December, Meritage is a brand name that refers to a Bordeaux-style blend. And, of course, it sounds a lot like marriage

Gold and Stein see their business partnership as a way to make wine and make a statement, "Everyone should have the right to marry. Everyone should have the same rights as anyone else," Gold says.

Same Sex Meritage isn't the only wine reaching out to the gay community.

Égalité, a bubbly from the Burgundy region of France, was launched earlier this year with the name - French for equality - reflecting the wine's origins as a Burgundy cremant (sparkling wine) and its support for the gay community. Each quarter, a portion of profits is donated to an LGBT nonprofit organization chosen by fans of the wine on Facebook; \$15,000 has been donated since the wine's January launch.

From Stand Tall Wines, there's Genetic Pinot Noir, which refers to sexual orientation having genetic origins. Stand Tall Wines was founded by Larisa Stephenson and partner Dana Sabin. The wine is being made in California's Napa Valley using grapes shipped from Oregon's Willamette Valley. One percent of Genetic sales is being donated to the Napa LBGTQ Project (which is the process of changing its name to LGBTQ Connection).

And though it doesn't have a message-specific label, Barefoot Wine & Bubbly has been supporting the community for 25 years, donating to local LGBT centers and other organizations, investing in Pride Week events, even putting up a 20-foot-tall inflatable



Francisco. Gay marriage has been a hot topic for some years i

so perhaps it's not surprising the wine world has taken note wi-

new wines that declare their support for same-sex couples on

label, -Photo: Eric Risberg/AP

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Project Q hosts youth community meeting

wedding cake in front of San Francisco's City Hall to show support for gay marriage.

"We definitely love to celebrate the LGBT community and all of its progress," says Jerime Black, Barefoot's national LGBT sales and marketing manager, "Barefoot really is all about fun. It's taking the stuffiness out of wine."

Not too many major wine companies have an LGBT marketing manager. So far as he knows, Black is the only one of his kind. "I like to say I have the gay man's dream job," he jokes. But there has been a growing awareness of the LGBT community's market clout.

Along with the philosophical statements, the marketing effort makes good economic sense. Saperstein credits some of the awareness of LGBT consumers to the economic crisis. With consumers cutting back on luxury purchases, producers started studying the market, looking for niches.

Out in the Vineyard sponsors a Gay Wine Weekend each June and this year had more than 30 wineries involved at various levels of participation.

For Sonoma and Napa Valley producers, the LGBT market is a particularly good fit since the wine regions are close to San Francisco and its substantial gay population which, Saperstein points out, includes a lot of people who love food and wine.

As with all marketing, it's important to back up the message with a real commitment

"Don't think it's a one-time hit and you're going to get a payback right away. You have to show the community that you care," says Sanerstein

Gold's aware that message-specific wines are in danger of being dismissed as a gimmick, which is why he and Stein work to make sure the wine in the bottle lives up to the label. "We have to have a good quality wine," he says. "Otherwise people are only going to buy it once.

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AGENDA ITEM 6b Treasure Island Development Authority City and County of San Francisco Meeting of July 10, 2013

Subject: Resolution Approving Fiscal Year 2013/14 Minimum Monthly Rental Rate

Schedule.

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: 415-274-3365

BACKGROUND

During the interim period preceding transfer of the real property from the US Navy to the Treasure Island Development Authority (the "Authority"), the Authority earns operating revenue by subleasing property leased from the US Navy. On July 11, 2007, the Authority Board of Directors (Resolution No. 07-54-07/11) delegated authority to the Director of Island Operations to approve and execute subleases on behalf of the Authority, provided that the terms of said subleases met certain parameters as found in the Authority's Interim Subleasing Policy. Contained within the delegated authority is a schedule of minimum monthly rental rates for subleases which can be executed by the Director of Island Operations without Authority Board review and approval. The term "sublease" refers to both subleases and use permits for properties listed on the Minimum Monthly Rental Rate Schedule. Such delegated authority can only be executed under the following criteria.

- The sublease is for a use that is consistent with the permitted use under the applicable Master Lease or License Agreement between the US Navy and the Authority;
- The sublease is for space included in the current Minimum Monthly Rental Rate Schedule adopted by the Authority Board, and the sublease rent conforms to the Minimum Monthly Rental Rate Schedule and the applicable Administrative Code provisions;
- The subtenant executes the Authority's standard form sublease or use permit with no alterations except for minor changes approved by the City Attorney or changes in insurance approved by the City Risk Manager;
- The sublease term does not exceed month-to-month and is no greater than the term provided the Authority in its Master Lease or License Agreement with the US Navy;
- The sublease may include up to 30 days of Early Entry for tenant improvements prior to the commencement of the term; and

 The sublease includes a Security Deposit that equals to at least two times of the monthly Base Rent. The Security Deposit for sublease renewals shall be at least two times the initial monthly base rent.

The Authority's Interim Subleasing Policy describes how all subleasing and sublease renewals shall be conducted utilizing a standardized procedure with the objective of ensuring transparency in the terms and conditions of all transactions and agreements with third parties, and the resulting outcome being that of a streamlined subleasing procedure. The Interim Subleasing Policy provides for a periodic update of the Minimum Monthly Rental Rate Schedule. On August 8, 2013, the Authority Board updated its Minimum Monthly Rental Rate Schedule for 2012/2013. The Minimum Monthly Rental Rate Schedule sets the minimum sublease rental rates per square foot by type of use and facility.

During the past 12 months, demand for space on Treasure Island has remained high relative to the balance of San Francisco. Recent leasing activity has lowered the Authority's inventory of available warehouse, industrial and office space. Therefore, Authority staff recommends that we increase the inventory by adding buildings available for leasing and establish a minimum monthly rental rate and increase rental rates for renewals.

PROPOSED ADDITIONS TO FY 2013/14 MINIMUM MONTHLY RENTAL RATE SCHEDULE

Project Staff proposes to add Treasure Island Building 335; Yerba Buena Island Buildings 83,205 and 230; and Quarters 1, 2, 3, 4, 5, 6 and 7 to the Minimum Monthly Rental Rate Schedule in order to establish a minimum monthly rental rate for these new buildings to be consistent with Navy Master Lease amendments that added these buildings to the portfolio of properties which the Authority leases from the Navy.

RENEWALS OF EXISTING SUBLEASES

The Interim Subleasing Policy allows for renewals of existing subleases at rental rates adjusted between 2% and 5% based on local market conditions. Project staff recommends negotiating between a 2% and 5% rent increase for renewals of existing subleases and permits scheduled to expire on November 30, 2013. The Minimum Monthly Rental Rate Schedule includes a list of existing subleases that the Authority Board previously approved due to the fact that these subleases were at rental rates below those previously adopted or on terms and conditions that are not consistent with the parameters in the Interim Subleasing Policy. Authority staff proposes to either: 1) enter into an amendment to sublease or a new sublease agreement with each of the existing subtenants, including the subtenants listed on the Minimum Monthly Rental Rate Schedule, on a month to month basis through November 30, 2014 at a rental rate of no less than the current rent payable under each sublease increased by a minimum of 2%, with a Security Deposit of two times the initial Base Rent; 2) or on the same terms and conditions set forth in the existing sublease agreements.

RECOMMENDATION

The Project staff recommends that the Authority Board approve the proposed amended Minimum Monthly Rental Rate Schedule attached hereto as Exhibit A. Upon adoption of this amended Minimum Monthly Rental Rate Schedule, the Director of Island Operations will be authorized to enter into subleases and permits and extensions of existing subleases and permits without specific Treasure Island Development Authority Board approval of each sublease, permit or extension, provided that: (i) the sublease, permit or extension conforms to all the approved subleasing parameters; or (ii) if the extension is for an existing sublease or permit, the term of the month to month extension will expire on November 30, 2014, the rental rate is no less than the current rent payable by such subtenant increased by a minimum of 2%, and the extension is otherwise on all of the terms and conditions of the existing sublease or permit. Project staff would not be authorized to enter into subleases, permits or extensions of existing subleases or permits at rental rates below those adopted or on terms and conditions that are not consistent with the parameters in the Interim Subleasing Policy without specific authorization from the Treasure Island Development Authority Board of Directors.

EXHIBIT:

EXHIBIT A – Amended Minimum Monthly Rental Rate Schedule EXHIBIT B – Interim Subleasing Policy

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate For: Mirian Saez, Director of Island Operations



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16 17 18

15

19 20 21

22 23 24 Interim Subleasing Policy and Minimum Monthly Rental Rate Schedulel

Resolution Approving Fiscal Year 2013/14 Minimum Monthly Rental Rate Schedule.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America, acting by and through the Department of the Navy; and,

WHEREAS. The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS. The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and.

WHEREAS, On January 24, 2012, the Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust trustee for the portions of Treasure Island subject to the Tidelands Trust, or any of the other powers or authority; and,

WHEREAS, On July 11, 2007, the Authority Board of Directors (Resolution No. 07-54-07/11) approved an Interim Subleasing Policy which standardizes the subleasing process for the interim month to month subleases while assuring that there is consistency, transparency and full disclosure to the Authority and the public by the use of a pre-approved body of subleasing parameters that include a boilerplate sublease, business terms and minimum rental rates to guide Project Staff in sublease negotiations while assuring compliance with Board policy; and,

WHEREAS, The term "sublease" refers to both subleases and use permits for properties listed on the Minimum Monthly Rental Rate Schedule attached to the Interim Subleasing Policy, and use permits are used for those properties on the Minimum Monthly Rental Rate Schedule that are subject to a Navy License Agreement instead of a Navy Master Lease; and,

whereas, Under the Interim Subleasing Policy, the Director of Island Operations may approve and execute subleases on behalf of the Authority, provided that the terms of said subleases meet certain parameters as found in the Authority's Interim Subleasing Policy, including compliance with the Minimum Monthly Rental Rate Schedule; and,

WHEREAS, Authority staff proposes to amend the existing Minimum Monthly Rental Rate Schedule to add Treasure Island Building 335; Yerba Buena Island Buildings 83,205 and 230; and Quarters 1, 2, 3, 4, 5, 6 and 7 to the Minimum Monthly Rental Rate Schedule and to establish minimum monthly rental rates for those buildings consistent with the Navy Master Lease amendments that added this building to the portfolio of properties that the Authority leases from the Navy; and,

WHEREAS, The Minimum Monthly Rental Rate Schedule also includes a list of existing subleases and use permits (the "Non-Parameter Subleases and Use Permits") that

the Authority Board previously approved because they did not fall within the parameters set forth in the Interim Subleasing Policy for subleases and use permits that can be executed by the Director of Island Operations without Authority Board approval; and,

WHEREAS, The Interim Subleasing Policy allows for renewals of existing subleases at rental rates adjusted between 2% and 5% based on the change in the local Consumer Price Index, as well as general and local market conditions; and,

WHEREAS, Authority staff proposes to enter into new sublease agreements or use permits, or amendments to the existing subleases or use permits, with each of the existing subtenants, including the subtenants listed on the Minimum Monthly Rental Rate Schedule as Non-Parameter Subleases, on a month to month basis through November 30, 2014 at a rental rate no less than the current rent payable under each sublease increased by 2% or on the same terms and conditions set forth in the existing sublease agreements; Now, Therefore, Be It

RESOLVED, That the Authority Board approves and adopts the changes to the 2013/14 Minimum Monthly Rental Rate Schedule in substantially the form attached as Exhibit A; and, be it,

FURTHER RESOLVED, That the 2013/14 Minimum Monthly Rental Rate Schedule supersedes the Minimum Monthly Rate Schedule adopted by the Authority Board on August 8, 2012 pursuant to Resolution No. 11-59-10/12, which shall have no further effect on the terms, conditions, rules and procedures for subleasing properties on the Base; and, be it

FURTHER RESOLVED, That the Authority Board authorizes the Director of Island Operations to execute new sublease agreements and use permits, or amendments to the existing sublease agreements and use permits, with each of the existing subtenants, including the subtenants listed on the Minimum Monthly Rental Rate Schedule as Non-Parameter

Subleases, on a month-to-month term through November 30, 2014 at a rental rate of no less than the current rent payable under the existing sublease increased by a minimum of 2% and otherwise on the same terms and conditions set forth in the existing subleases. CERTIFICATE OF SECRETARY I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on July 10, 2013. Larry Del Carlo, Secretary

1 2

Exhibit A
FY 2013/14 Minimum Monthly Rental Rate Schedule

Building No.	Name	Highest and Best Use	Minimum Rental Rate psf
1	Administrative Building	Office	\$0.75
2	Hangar 2	Industrial	\$0.15
3	Hangar 3	Industrial	\$0.10
29	Building 29	Industrial	\$0.10
33	Former TI School	Office / Commercial	\$0.25
34	Commissary	Industrial	\$0.25
41	Building 41	Office / Storage	\$0.25
62	Building 62	Industrial	\$0.41
69	Shed	Industrial	\$0.20
83 YBI	Garage	Industrial	\$0.25
111	Fire House	Industrial	\$0.25
140	Nimitz Conference Center	Office / Commercial	\$0.25
141	Building 141	Industrial	\$0.25
146	Gatehouse	Retail	\$1.25
180	Building 180	Industrial	\$0.25
183	Café	Retail	\$1.25
187	Chapel	Office / Commercial	\$0.50
201	Navy Exchange	Industrial	\$0.20
202	Coin Laundry/Credit Union	Industrial	\$0.10
205 YBI	Garage	Industrial	\$0.25
215	Building 215	Industrial	\$0.10
216	RV Storage	Industrial	\$0.10
221 YBI	Office Storage	Industrial	\$0.50
225	DPW Hobby Shop	Industrial	\$0.25
229	Club House (Life Learning)	Office / Assembly	\$0.50
229 YBI	Tower	Office	\$0.10
230 YBI	Garage & Guest Quarters	Office / Commercial	\$0.25
258	Post Office	Industrial	\$0.05
261	Bowling Alley	Recreation / Industrial	\$0.05
264	PUC Shop	Industrial	\$0.25
265	Library	Office / Commercial	\$0.50
292	Warehouse	Industrial	\$0.10
298	Yacht Club	Office / Assembly	\$0.50
330	Gas Station	Industrial	\$0.05
335	Shed	Industrial	\$0.25
346	Building 346	Industrial	\$0.25
384	Building 384	Industrial	\$0.25
401	Theater	Office / Commercial	\$0.05
448	Building 448	Industrial	\$0.25

449	Building 449	Commercial	\$0.50
454	Building 454	Industrial	\$0.25
501	Building 501	Industrial	\$0.25
520	Building 520	Industrial	\$0.25
530	Building 530	Industrial	\$0.25
670	Brig	Industrial	\$0.25
671	Carpentry Shop	Industrial	\$0.35
Quarters 1	Nimitz House	Office / Residential	\$0.25
Quarters 2	Historic Residence	Office / Residential	\$0.25
Quarters 3	Historic Residence	Office / Residential	\$0.25
Quarters 4	Historic Residence	Office / Residential	\$0.25
Quarters 5	Historic Residence	Office / Residential	\$0.25
Quarters 6	Historic Residence	Office / Residential	\$0.25
Quarters 7	Historic Residence	Office / Residential	\$0.25
Quarters 62	Residence	Office / Commercial	\$0.25
Paved Land/ Pier			
space	. \$0	.10	
Unpaved			
Land	\$0.	05	

Existing Subleases / Use Permits Previously Approved by Authority Board of Directors

Sublease / Permit No.	Subtenant / Permittee	Use	Resolution No.
N/A	YMCA ·	Gym	11-35-06/22
P-100	New Cingular Wireless PCS, LLC	Cell	09-43-07/08
P-133	T-Mobile West Corporation, Inc., a Delaware corporation	Cell	10-08-03/10
P-293	Marin County Flea Market LLC, doing business as Treasure Island Flea	Flea Market	10-46-12/08
P-354	G.B. Enterprises	Landscape maintenance	09-21-04/08
P-363	Oakland Police Department	Training	11-01-01/26
P-364	Berkeley Police Department	Training	11-02-01/26
P-456	Indigo Films Entertainment Group	Filming	11-40-06/22
11	SFPD Behavioral Sciences Unit	Office Counseling	08-14-04/09
15	New Cingular Wireless PCS, LLC	Cell Site	08-17-04/09
18	SFPD Motorcycle Solo Unit	Office Training	08-15-04/09

				<u> </u>
		T-Mobile West Corporation, Inc., a	, ,	
	148	Delaware corporation	Cell	10-43-10/03
	273	Pacific Brokerage, Inc.	Restaurant and Events	10-50-12/08
	327	Ken Masters, an individual	storage	10-12-04/07
	346	Treasure Island Homeless Development Initiative	Office	08-46-09/18
	351	WILLIAM COLLISTER AND GERRID JOY, individuals	Shed	10-24-05/12
	353	Island Creative	shed	09-06-01/14
	361	The San Francisco Fog Rugby Club, Inc.	Athletic Clubhouse	08-32-06/11
	365	Treasure Island Sailing Center Foundation	Sailing Center	08-48-09/18
	369	Bay Ship and Yacht Co., a California corporation	Pier	09-66-11/18
	373	Applied Engineering & Construction Management	Office Storage	11-09-03/22
	374	Treasure Island Yacht Club	clubhouse	08-59-10/22
	380	Wine Valley Catering (café)	Cafe	09-15-02/11
	381	TIHDI, Toolworks, and Wine Valley Catering ("the Joint Venture")	Events	10-40-07/14
	387	Boys and Girls Clubs of San Francisco	school	08-60-10/22
**.	389	Treasure Island Museum Association	office	08-27-06/11
	392	Treasure Island Homeless Development Initiative	Land	08-47-09/18
	394	San Francisco Gaelic Athletic Association	Athletic Field	08-05-02/13
	404	San Francisco Gaelic Athletic Association	Athletic Field	08-65-10/22
-	410	San Francisco Little League, Inc.	Athletic Field	08-39-07/09
	411	San Francisco Little League, Inc.	Athletic Field Athletic	08-40-07/09
	412	San Francisco Gaelic Athletic Association	Clubhouse	09-22-05/13
` .	421	SFGG Rugby Foundation, Inc	Athletic Field	09-03-01/14
	439	SOL ROUGE, LLC., a California limited liability company for Buildings 141 and 448,	Wine Production	11-31-05/11
	455	Catholic Charities CYO	Childcare	11-37-06/22
	570	Applied Engineering & Construction Management	Shed / Storage	12-16-06/13
	697	Life Learning Academy	Charter School	



Exhibit B TREASURE ISLAND DEVELOPMENT AUTHORITY INTERIM SUBLEASING POLICY

During the interim period preceding transfer of the real property from the US Navy to the Treasure Island Development Authority (the "Authority"), the Authority earns operating revenue to support the policy goals and objectives of the City and the Authority by subleasing property leased or licensed from the US Navy. The purpose of the Authority's Interim Subleasing Policy is to establish the rules and procedures for subleasing real property during the interim period.

I. POLICY STATEMENT

All subleasing and sublease renewals shall be conducted utilizing a standardized procedure with the objective of ensuring transparency in the terms and conditions of all transactions and agreements with third parties, and the resulting outcome being that of streamlined leasing procedures. The term "sublease" refers to both subleases and use permits for properties listed on the Minimum Monthly Rental Rate Schedule. Use permits are used for those properties on the Minimum Monthly Rental Rate Schedule that are subject to a Navy License Agreement instead of a Navy Master Lease.

Standardization – To competitively position the Authority's commercial properties, the sublease process requires the use of standardized form leases, business terms and parameters. Parameters shall be reviewed and approved by the Authority from time to time for use by Project Staff. Exceptions to utilization of standardized forms and parameters shall be approved by the Authority in its sole and absolute discretion.

Marketing – Marketing shall be conducted in a public, open and transparent method that is intended to maximize exposure of the properties. Such marketing shall include notifications of available space in the Treasure Island Development Authority website as well as commercial websites, such as Co-Star and paid advertisements in print media as necessary to reach the commercial markets

II. SUBLEASE BUSINESS TERMS AND ALLOWANCES

- A. Standard Form Sublease. The subtenant will sign a standard form sublease or use permit with no changes except minor changes approved by the City Attorney
- or changes to the insurance requirements approved by the City's Risk Manager.
 Any changes to the sublease or use permit which significantly alter the potential liabilities or the responsibilities of the Authority will require Authority approval.
- B. Business Terms and Parameters. The Business Terms of the sublease shall fall within the following general parameters:
 - <u>Uses</u>. Uses of subleased properties shall be consistent with uses prescribed by the US Navy and uses assigned by the Authority; or, in the case of a multiple tenant property, shall be similar to and/or compatible with the other uses in the property.
 - Term. The term of the sublease shall be no greater than the term provided the Authority in its lease or license with the US Navy.

- 3) <u>Terms and Conditions</u>. The basic legal terms and conditions are incorporated into the terms of a boilerplate sublease or use permit approved by the City Attorney. Exceptions to the boilerplate terms and conditions will be approved by the City Attorney. Subleases and use permits and amendments to subleases and use permits that are not signed "as to form" by the City Attorney are invalid and not binding against the Authority.
- 4) <u>Risk Management.</u> The Risk Manager for the City and County of San Francisco established all insurance requirements for all subleases and use permits. Exceptions to the standard insurance requirements shall be provided only by the Risk Manager and shall be in writing.
- 5) <u>Annual Rate Adjustments</u>. Each year, rental rates for current subtenants are adjusted between 2% and 5% based on the change in the local Consumer Price Index, as well as general and local market conditions.
- 6) Minimum Rents. The sublease or use permit provides for minimum rents that are no lower than the rate for space of the category subleased, as shown on the Minimum Rental Rate Schedule adopted periodically by the Authority.
- 7) Security Deposit. Each subtenant shall provide the Authority a Security Deposit that is equal to at least two times the monthly base rent. The Security Deposit may be greater based on a review of risk factors for a subtenant. The Security Deposit for lease renewals shall be at least two times the initial monthly base rent.

C. The sublease may include Allowances.

- Early Entry. The subtenant may take early occupancy, up to a maximum of 30 days, to make improvements to the property to prepare it for occupancy.
- 2) <u>Rent Credit</u>. Rent Credits may be allowed to make improvements to the premises. The value of Rent Credits cannot exceed 50% of Year One base rent. Rent Credits may be used to offset no more than 50% of the subtenant's base rent for any month.
- 3) Paint and Carpet Allowance. The quoted rate for full service office space assumes move-in space with good paint and carpeting. In the event a subtenant takes office space that does not meet the standard, the subtenant may be provided an allowance for paint and carpet up to a maximum of \$2.00 per square foot to make these cosmetic improvements to the premises.
- Limitations to Rent Credit and Paint and Carpet Allowance(s). Either Rent Credit or Paint and Carpet Allowance(s) may be used to reduce monthly

- base rent for a period that shall not exceed twelve months. In no event shall credits or allowances be used to reduce monthly base rent by an amount greater than 50% of the monthly base rent for the month. Allowances may be provided as a condition of a renewal.
- 5) Certification of Rent Credits and Paint and Carpet Allowance(s). Plans and descriptions of work and materials that may be eligible for Rent Credit or Paint and Carpet Allowance(s) and the maximum potential value of Rent Credit or Paint and Carpet Allowance(s) must be agreed upon and made a part of the terms of the sublease. Rent Credit and Paint and Carpet Allowance(s) will only become available after invoices for materials purchased and work performed have been certified by Project Staff as being a fair representation of work completed and work eligible for Rent Credit or Paint and Carpet Allowance(s). Neither Rent Credit nor Paint and Carpet Allowance(s) will be available to the subtenant to reduce monthly base rent prior to certification of satisfactory completion of work.

D. Subtenant Requirements.

- Permits. The subtenant will comply with all applicable permitting and regulatory requirements of the Authority, the City and County of San Francisco, the US Navy and any other regulatory agency.
- <u>Credit Check.</u> The subtenant must meet the same standards of credit worthiness and other financial conditions as required for subtenants receiving full Authority review.

III. REVIEW AND REPORTING REQUIREMENTS

- A. Prior to execution by the Director of Island Operations, the terms and conditions of a sublease shall be reviewed by the US Navy, the Treasure Island Homeless Development Initiative and the Office of Economic and Workforce Development to assure that the proposed subtenant and the terms of the proposed sublease are compatible with current and future activities and operations, as well as the Development Project and Authority obligations to the Treasure Island Homeless Development Initiative and Treasure Island Community Development, LLC.
- B. The Director of Island Operations shall present a written description at each monthly meeting of the Authority describing all subleasing activity, including subleases and renewals signed by the Director and the terms of those subleases and renewals.







AGENDA ITEM 6c Treasure Island Development Authority City and County of San Francisco Meeting of July10, 2013

Subject: Resolution Approving and Authorizing Revisions to the Treasure Island Rental

Policy for Special Events and Event Venue Rate Schedule.

Contact: Jack Nathanson, Special Events Manager

Phone: 415-274-0688

BACKGROUND:

On March 14, 2013, the Treasure Island Development Authority Board of Directors (The "Authority") approved revisions to the Treasure Island Rental Policy for Special Events (The "Rental Policy") and Event Venue Rate Schedule ("the Rate Schedule"). The Rental Policy provides a consistent and transparent tool for managing event rentals, film and photo shoots, and parking lot rentals. In addition, the Rental Policy serves as a comprehensive structure of standard operating procedures by which to effectively execute Use Permits. The Rate Schedule defines the rates associated with the use of the venues as well as ancillary fees related to extra charges such as set up and breakdown days.

The Rental Policy and Rate Schedule have been in effect now for just over one year and changes made last year have been well received by Treasure Island stakeholders, and event producers, and have positively impacted revenues. Project Staff reviews the Rate Schedule and Rental Policy annually to ensure that rental rates remain competitive and the Rental Policy remains consistent with changes to Treasure Island. In doing so, Project Staff has determined that changes are required.

PROPOSED CHANGES TO THE TREASURE ISLAND RENTAL POLICY:

Revisions to the Rental Policy (attached as Exhibit "A"). The revisions include the following:

- Section I (Rental Rate Classifications) has been revised to remove provisions for Holiday and Off Peak Rates as demand for such rates is low.
- Section I (G) (At Cost Rates) has been revised to reflect current eligible
 organizations. The organizations formerly known as Walden House and Haight
 Ashbury Free Clinic has been replaced by the combined organization known as
 HealthRIGHT 360. Two new organizations to the Treasure Island Community,
 Treasure Island Health Network (TIHN) and Community Watch have been added.

PROPOSED CHANGES TO THE RATE SCHEDULE:

Project Staff has also updated the Competitive Analysis Study of similar Bay Area special event venues. Although the current Rental Rate Schedule remains competitively positioned, Project Staff proposes revisions to some Sunday through Thursday discount provisions. Proposed changes include increasing Casa De La Vista Sunday through Thursday rate from \$1,975.00 to \$2,000.00, and Building One Lobby Sunday through Thursday rate from \$1,750.00 to \$2,000.00. Additionally, Project Staff proposes that no other discounts, such as non-profit or city employee discounts, be applicable to those deeply discounted rates.

FINANCIAL IMPACT

Although difficult to quantify, Project Staff anticipates modifications to have a positive effect on revenues.

RECOMMENDATION:

Project Staff recommends that the Authority Board of Directors approve the proposed revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule as attached hereto as Exhibits A. If the Authority Board approves the proposed revisions to the Rental Policy and Rate Schedule, TIDA staff will then submit it to the Office of the City Administrator and Office of the Mayor for approval under Administrative Code Section 23.33 (Competitive Bidding Procedures). If approved, the Director of Island Operations will be authorized to enter into use permits (including certain below market rate permits) without specific Treasure Island Development Authority Board approval of each permit, provided that the permit conforms to all the approved permitting parameters.

EXHIBITS:

EXHIBIT A: Rental Policy for Special Events Including Rate Schedule

EXHIBIT B: Competitive Rate Analysis

Prepared by: Jack Nathanson, Special Events Manager For: Mirian Saez, Director of Island Operations [Revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule.]

Resolution Approving and Authorizing Revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America, acting by and through the Department of the Navy; and,

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and,

WHEREAS, On January 24, 2012, the Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust

trustee for the portions of Treasure Island subject to the Tidelands Trust, or any of the other powers or authority; and,

WHEREAS, On March 14, 2013, the Treasure Island Development Authority Board of Directors (the "Authority") approved revisions to the Treasure Island Rental Policy for Special Events (the "Rental Policy") and Event Venue Rate Schedule ("the Rate Schedule"); and,

WHEREAS, The Rental Policy provides a consistent and transparent tool for managing event rentals, film and photo shoots, and parking lot rentals; and,

WHEREAS, The Rental Policy and Rate Schedule have been in effect now for just over one year, and changes made last year, have been well received by Treasure Island stakeholders, and event producers, and have positively impacted revenues; and,

WHEREAS Project Staff proposes revisions to the Rental Policy as follows: (i) Section I (Rental Rate Classifications) has been revised to remove provisions for Holiday and Off Peak Rates as demand for such rates is low and historically, Holiday and Off Peak Rates have not been taken advantage of, and (ii) Section IG (At – Cost Rates) has been revised to reflect current eligible organizations. The organizations formerly known as Walden House and Haight Ashbury Free Clinic have been replaced by the combined organization known as HealthRIGHT 360. Two new organizations to the Treasure Island Community, Treasure Island Health Network (TIHN) and Community Watch have been added. and,

WHEREAS, Project staff has used an updated Competitive Analysis Study and determined that the Rental Rate Schedule is competitively positioned, and;

WHEREAS, Project staff proposes rental rate changes including increasing Casa De La Vista Sunday through Thursday rate from \$1,975.00 to \$2,000.00, and Building 1 Lobby Sunday Through Thursday rate from \$1,750.00 to \$2,000.00 and;

WHEREAS, Project Staff proposes that no other discounts, such as non- profit or city employee discounts be applicable to those deeply discounted rates

RESOLVED. The Authority Board of Directors approve the proposed revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule; and be it

FURTHER RESOLVED. That once approved by The Authority Board of Directors. TIDA staff will then submit revisions to the Office of the City Administrator and Office of the Mayor for approval under Administrative Code Section 23.33 (Competitive Bidding Procedures) and be it

FURTHER RESOLVED, if approved, the Director of Island Operations will be authorized to enter into use permits (including certain below market rate permits) without specific Treasure Island Development Authority Board approval of each permit, provided that the permit conforms to all the approved permitting parameters.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on July 10, 2013.

Larry Del Carlo, Secretary

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RAJ	LE COM	RATE COMPARISON-CHAPEL	CHAPEI	. 7			
VENUE	MAX SEATED CAPACITY	SITE RENTAL FEES	RENTAL	EXTRA HOUR CHARGE	REHEARSAL	BRIDAL	ORGAN
TREASURE ISLAND CHAPEL (JV, Catering)**	250	\$700	3 Hours				
TREASURE ISLAND CHAPEL (JV, No Cateing)**	250	\$1,500	3 hours		\$150-1 HOUR	YES	YES
FORT MASON CHAPEL	192	\$450-\$1,000	3 hours	\$150	INCLUDED	YES	NO
OLD ST HILARYS-TIBURON	125	\$1,500	3 hours	\$300		YES	PIANO
PRESIDIO CHAPEL	160	\$1200-\$1500	2 hours	1	\$150-1 HOUR	YES	YES
SAUSALITO PRESBYTERIAN	180	\$1,525	2 hours		INCLUDED	NO	YES
PRESIDIO CHAPEL/OUR LADY	200	\$1,000	4 hours		\$150-1 HOUR	YES	ON
MARE ISLAND CHAPEL	200	\$700				YES	YES

**Treasure Island Chapel is not heated.

*Churches are not included in this schedule because they offer more detailed and particapatory amenities than Chapels, including counseling, coordination, and musicians.

Source: Here Comes the Guide, 13th Edition, 2013

RATE	COMP	RATE COMPARISON-CASA DE LA VISTA	ASA D	ELAV	ISTA		
VENUE	MAX SEATED CAPACITY	SITE RENTAL RENTAL FEES**	RENTAL	EXTRA HOUR CHARGE	TABLES DANCE CHAIRS FLOOR	TABLES DANCE	CATERER
CASA DE LA VISTA (JV)	180	\$1975-\$3950	8 hours		YES	ON	WVC
SF FILM CENTER-PRESIDIO	180	\$700-\$5,000	8 hours	\$150-\$250	NO	YES	List
HAMLIN MANSION	200	\$6,000	4 hours		SOME	YES	\$\$\$
BRAZILIAN ROOM	150	\$1,900-\$3,800	7 hours	\$250	YES	YES	List
GOLDEN GATE CLUB-Presidio	250	\$4,500-\$6,500	10 hours		NO	YES	BYO
CLUBHOUSE -PRESIDIO	130	\$4,000	10 hours	\$150	NO	YES	BYO
		\$175p/hr+10%cate					
O-CLUB-ALAMEDA	250	ring fee	per hour	\$150	YES	YES	BYO+10%
FLOOD MANSION	200	\$8,500			NO	YES	List

^{**}Site Rental Fees shown in range representing variables such as multiple rooms, weekday rates, type of use.

For most venues, weddings are charged the full buyout of the facility at the highest rate shown.

Source: Here Comes the Guide, 13th Edition, 2013

BYO= Bring Your Own -Licensed and Insured caterer List= must choose from preferred vendor list \$\$\$= must use house caterer

R	ATE CO	RATE COMPARISON-BUILDING 1	-BUIL	DING			
VENUE	MAX SEATED CAPACITY	SITE RENTAL FEES	RENTAL	EXTRA HOUR CHARGE	TABLES DANCE CHAIRS FLOOR	TABLES DANCE CHAIRS FLOOR	CATERER
Building 1 Treasure Island	200	\$1750-\$3500	8 hours		ON	ON	BYO
Legion of Honor	370	\$5000 min	8 hours	\$1,500	YES	YES	List
Asian Art Museum-SF	400	\$6,500 min	8 hours		NO	YES	List
Julia Morgan Ballroom	. 350	\$9,500	16 hours		YES	YES	BYO
City Club of San Francsico	460	\$2,500 +F&B min	5 hours		YES	YES	\$\$\$
SF Ferry Building	300	\$8000 min	5 hours	\$300	YES	YES	\$88
San Francsico City Hall Rotunda	200	\$12,500	10 hours	\$500	NO	ON	List
SF Design Center Galleria	300	\$6,000	8 hours		YES	YES	BYO

source: Here Comes the Guide, 13th Edition, 2013

\$\$\$= must use house caterer BYO=, Bring Your Own -Licensed and Insured caterer Kev: List= must choose from preferred vendor list

	CATERER	BYO	BYO	BYO	BYO	BYO		
	TABLES DANCE CHAIRS FLOOR	NO	ON	ON	NO	NO		
	TABLES	ON	ON	ON	ON	NO		
	CLEANING TABLES DANCE FEE CHAIRS FLOOR	N/A	\$1,575	\$26/hr	N/A			
RATE COMPARISON-HANGAR 3	RENTA L PERIO D	8 hours	8 hours	8 hours	8 hours	8 hours	1	
	SIRE RENTAL L L L L L L L L L L L L L L L L L L	\$2,500	\$5,200	\$4,200	\$1,000			
	SITE RENTAL FEES EVENT DAY	817,500	\$8,400	\$6,400	\$2,000	\$17,500	i i	
	SQ FT	64000 (open Bay)	54000	30000	96774	82000	: : :	
	VENUE	Hangar 3 Treasure Island	Festival Pavilion Ft Mason	Herbst Paviilion Ft mason	Hangar 12 Alameda Pt	Pier 80		





AGENDA ITEM 6d Treasure Island Development Authority City and County of San Francisco Meeting of July 10, 2013

Subject: Resolution Retroactively Approving and Authorizing Execution of (i) the

Professional Services Agreement Between the Treasure Island Development Authority and Boys & Girls Clubs of San Francisco for the Period from July 1, 2013 to June 30, 2014, in an amount not to exceed \$146,990; and (ii) Sublease No. 702 for Buildings 33A and B located at Former Treasure Island Elementary School – 401-13th Street, Treasure Island.

Contact: Richard A. Rovetti, Deputy Director of Real Estate

Phone: (415) 274-3365

BACKGROUND

The Boys & Girls Clubs of San Francisco ("BGCSF") is a California nonprofit corporation, as well as a Treasure Island Homeless Development Initiative ("TIHDI") member organization. The mission of BGCSF is to inspire and enable all young people, especially those from disadvantaged circumstances, to realize their full potential as productive, responsible and caring citizens. BGCSF has operated a Club at the Treasure Island Elementary School since the summer of 2000. There are approximately 250 school-aged children and teens on Treasure Island and average daily attendance at the Treasure Island Club is between 55 and 70.

BGCSF provides after-school and summer activities for school-aged youth on Treasure Island. With the closing of the Treasure Island elementary school in December of 2005, BGCSF and the Treasure Island Development Authority (the "Authority") agreed that it was essential that BGCSF remain and serve as a source of stability for the Island's young people.

Programming focuses on life-skills and staff is trained to help children understand healthy choices as they explore new activities and find areas of interest. Virtues of caring, responsibility, respect, kindness, acceptance, commitment, service, and honesty are expected of all youth club members. Core program areas offer youth a wide range of activities and services to support their lives. Program areas include daily homework completion and academic tutoring; literacy, math and science enhancement programs; financial literacy; community service and leadership clubs; sports instruction; inter-city sports leagues; nontraditional fitness activities; fine arts and crafts; age and gender specific health and life skills programs; social recreation and games; and technology.

In 2011, the Authority and TIHDI executed the Amended and Restated Base Closure Homeless Assistance Agreement ("Amended Homeless Assistance Agreement"). The Board of Supervisors ("BOS") approved this agreement in Resolution No. 243-11. Within the Amended Homeless Assistance Agreement is the Jobs and Equal Opportunity Program ("JEOP") which describes job training and employment opportunities for TIHDI's member organizations for

formerly homeless and economically disadvantaged San Franciscans. Section 6 of the JEOP sets forth a procurement process that TIDA must engage in with TIHDI member organizations that includes negotiating in good faith for certain services and economic opportunities in order to meet the requirements of the Homeless Assistance Act. TIDA must follow the procurement process outlined in the JEOP before using the City's procurement process outlined in Administrative Code Chapter 21.

In recognition of BGCSF's critical role in development of youth on the Island and their substantial contribution to the Treasure Island Community, in FY 2007-2008 the Authority entered into a \$100,000 Professional Services Agreement with BGCSF to provide youth oriented services to the Treasure Island community. The Authority also provided a grant of \$80,000 from the Community Benefits Funds to BGCSF for an Education Initiative and for Behavioral Health Services for Treasure Island youth.

In FY 2008-2009 and FY 2009-10 funding of \$140,000 was provided to the BGCSF to support their ongoing contributions to the community and to maintain programs including Behavioral Health Services on Treasure Island. In FY 2010-2011 and FY 2011-12 funding of \$133,000 was provided to the BGCSF. In FY 2012-13, the Authority continued its support for the BGCSF by funding \$136,990 for its services to the Treasure Island Community, in addition to a \$10,000.00 grant funding campers visiting Camp Mendocino.

The 2013-2014 Professional Services Agreement (the "Agreement") between the Authority and BGCSF will allow BGCSF to continue its role provided community-wide benefits to Treasure Island, while continuing to serve as a source of stability for the Island's young people. The Authority will fund BGCSF an amount not to exceed \$146,990 for providing the services described in the Agreement from July 1, 2013 through June 30, 2014.

Project Staff and BGCSF have also negotiated a new sublease commencing on July 1, 2013 and terminating on November 30, 2014 for Parcel A: approximately 7,855 square feet of classroom space located at Buildings 33 A and B; and Parcel B: approximately 15,400 square feet of outside recreation space located adjacent to Buildings 33 A and B at the Former Treasure Island Elementary School - 401 13th Street, Treasure Island.

PROFESSIONAL SERVICES AGREEMENT TERMS AND CONDITIONS

The salient terms and conditions of the proposed Professional Services Agreement include the following:

Location: Buildings 33 A and B at the Former Treasure Island Elementary

School - 401-13th Street, Treasure Island.

Commencement Date: July 1, 2013

Term: Month-to-Month

Compensation:

Amount not to exceed One Hundred Forty Six Thousand Nine Hundred and Ninety Dollars (\$146.990)

Services:

BGCSF provides after-school and summer activities for schoolaged youth on Treasure Island. Core Program areas offer youth a wide range of activities and services to support their lives: daily homework completion and academic tutoring; literacy, math and science enhancement programs; financial literacy; community service and leadership clubs; sports instruction; inter-city sports leagues; nontraditional fitness activities; fine arts and crafts; age and gender specific health and life skills programs; social recreation and games; and technology.

SUBLEASE TERMS AND CONDITIONS

BGCSF will sign the Authority's standard form Amendment to Sublease document. The salient terms and conditions of the proposed First Amendment include the following:

Premises:

Parcel A: approximately Seven Thousand Eight Hundred and Fifty Five (7,855) square feet of classroom space located at Buildings 33 A and B; and Parcel B: approximately square feet of outside recreation space located adjacent to Buildings 33 A and B at the Former Treasure Island Elementary School - 401 13th Street, Treasure Island

Location:

Former Treasure Island Elementary School - 401 13th Street,

Treasure Island

Commencement Date:

July 1, 2013

Lease Expiration

Date:

November 30, 2014

Lease Term:

Month-to-Month

Base Rent:

Base Rent is waived. Subtenant will pay, as Additional Charges, \$600.00 per month as Subtenant's contribution for expenses paid or incurred by Sublandlord in connection with the ownership, operation, maintenance, repair and management of the common areas, including but not limited to the sidewalks, walkways, driveways, curbs, lighting systems and security services, throughout Treasure Island.

Use: General office and classroom use only and for no other purpose.

Security Deposit: Waived

BUDGET IMPACT

The Professional Services Agreement provides the BGCSF with an amount not to exceed \$146,990 during FY 2013-2014. This amount increases the level of funding for BGCSF in the amount of \$10,000 to fund Island youth participation at Camp Mendocino. The BGCSF provides health, education and youth development services to Treasure Island children and their families.

RECOMMENDATION

Project Staff recommends approval of the Professional Services Agreement between the Treasure Island Development Authority and the Boys & Girls Clubs of San Francisco for a not to exceed amount of \$146,900.

EXHIBITS

Exhibit A. Professional Services Agreement between the Treasure Island Development Authority and the Boys & Girls Clubs of San Francisco

Exhibit B. Boys & Girls Clubs of San Francisco 2012-2013 Accomplishments on Treasure Island

Exhibit C. Sublease No. 702 between the Treasure Island Development Authority and the Boys & Girls Clubs of San Francisco

Prepared by: Richard A. Rovetti, Deputy Director of Real Estate For: Mirian Saez, Director of Island Operations 1 2

- [Boys & Girls Clubs of San Francisco Professional Services Agreement]
- Resolution Authorizing the Director of Island Operations to Retroactively Execute a Professional Services Agreement with the Boys & Girls Clubs of San Francisco for the Period from July 1, 2013 to June 30, 2014.

WHEREAS, Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America ("the Federal Government"); and,

WHEREAS, Treasure Island was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, In 1995, the General Services Administration and the Bureau of Land Management determined that Yerba Buena Island was surplus to the Federal Government's needs and could be transferred to the administrative jurisdiction of the Department of Defense under the Base Closure and Realignment Act of 1990 and disposed of together with Treasure Island; and,

WHEREAS, On May 2, 1997, the Board of Supervisors passed Resolution No. 380-97, authorizing the Mayor's Treasure Island Project Office to establish a nonprofit public benefit corporation known as the Treasure Island Development Authority (the "Authority") to act as a single entity focused on the planning, redevelopment, reconstruction, rehabilitation, reuse and conversion of the Base for the public interest, convenience, welfare and common benefit of the inhabitants of the City and County of San Francisco; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base

upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and

WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and,

WHEREAS, The Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect Authority's status as the Local Redevelopment Authority ("LRA") for Treasure Island or the tidelands trust trustee for the portions of Treasure Island subject to the tidelands trust, or any of the other powers or authority; and

WHEREAS, The City and County of San Francisco negotiated a proposed Base
Closure Homeless Assistance Agreement and Option to Lease Real Property with the
Treasure Island Homeless Development Initiative ("TIHDI"), a consortium of nonprofit
corporations organized to utilize the resources of former naval base Treasure Island available
to help fill gaps in the continuum of care for homeless persons and families, pursuant to the
Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, The City and County of San Francisco negotiated an Amended and Restated Base Closure Homeless Assistance Agreement ("TIHDI Agreement") and the Jobs and Equal Opportunity Program ("JEOP") with TIHDI and approved by the Board of Supervisors in Resolution No. 243-11; and

WHEREAS, The primary purpose of the TIHDI Agreement is to meet the federal requirement under the Homeless Assistance Act that the LRA use buildings, property, and other resources on and off Treasure Island to assist homeless persons in the community as

part of its preparation of a strategic land use plan for the reuse and development of Treasure Island; and

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WHEREAS, The JEOP sets forth a procurement process which the Authority must first negotiate in good faith with TIHDI member organizations for proposed service contracts and other economic development opportunities; and

WHEREAS, the Boys & Girls Clubs of San Francisco ("BGCSF") is a TIHDI member organization that has operated a Treasure Island Clubhouse to provide after-school and summer activities for school-aged youth on Treasure Island since 2005 in furtherance of the Homeless Assistance Agreement ("the "BGCSF Services"); and,

WHEREAS, At its June 22, 2011 meeting, the Authority's Board of Directors approved a Professional Services Agreement with BGCSF for the BGCSF Services for the period from July 1, 2011 through June 30, 2012; and,

WHEREAS, The Authority wishes to have BGCSF continue to provide the BGCSF Services by entering into a new Professional Services Agreement (the "Agreement") under which BGCSF will perform the BGCSF Services as more particularly described in the Agreement for the period from July 1, 2013 through June 30, 2014, in furtherance of the TIHDI Agreement and the JEOP; and,

WHEREAS, BGCSF represents and warrants that it is qualified to perform the services required by the Authority as set forth under the Agreement; and,

WHEREAS, The Authority has negotiated with BGCSF to reach agreement on the scope of work, and budget for the BGCSF Services shown in the Agreement; and,

WHEREAS, Under the proposed Sublease, the Boys and Girls Club of San Francisco is requesting a new month-to-month term commencing on July 1, 2013 and expiring

November 30, 2014 for Parcel A: approximately 7,855 square feet of classroom; and Parcel

B: approximately 15,400 square feet of outside recreation space adjacent to Buildings 33A and B, Treasure Island; and,

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 WHEREAS, In consideration of the public benefits associated with the Boys and Girls Club of San Francisco, Boys and Girls Club will be provided space on Treasure Island at no base rent ,allowing the Boys and Girls Club to provide after-school and summer activities for school aged children subject to the condition that Boys and Girls Club of San Francisco will participate in the contribution for expenses paid or incurred by the Authority in connection with the operation, maintenance, repair and management of the common areas, including but not limited to the streets, sidewalks, walkways, driveways, curbs, lighting systems and security services, throughout Treasure Island; and,

RESOLVED, That the Board of Directors hereby authorizes the Director of Island

Operations to retroactively execute the Agreement, effective July 1, 2013, with BGCSF for an
amount not to exceed One Hundred Thirty Six Thousand Nine Hundred and Ninety Dollars

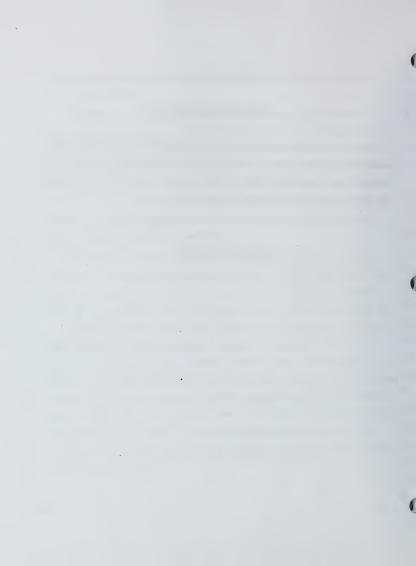
(\$136,990), in substantially the form of the Agreement attached hereto as Exhibit A; and, be it

FURTHER RESOLVED, That the Board of Directors hereby authorizes the Director of Island Operations or her designee to enter into any additions, amendments or other modifications to the Agreement that the Director of Island Operations or her designee determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Agreement, such determination to be conclusively evidenced by the execution and delivery by the Director of Island Operations or her designee of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above Resolution was duly adopted and approved by the Board of Directors of the Authority at a properly noticed meeting on July 10, 2013.

Larry Del Carlo, Secretary



Treasure Island Development Authority One Avenue of the Palms Treasure Island San Francisco, California 94130

Agreement between the Treasure Island Development Authority and

Boys & Girls Clubs of San Francisco

This Agreement is made this 1ST day of July, 2013, in the City and County of San Francisco, State of California, by and between: the Boys & Girls Clubs of San Francisco, hereinafter referred to as Contractor," and the Treasure Island Development Authority, a nonprofit public benefit corporation hereinafter referred to as the "Authority," acting by and through its Director of Island Operations, hereinafter referred to as the "Director."

Recitals

WHEREAS, the Authority wishes to utilize the resources of the former Naval Station Treasure Island to help fill gaps in the continuum of care for homeless persons and families, pursuant to the Base Closure Community Redevelopment and Homeless Assistance Act of 1994; and,

WHEREAS, the Authority's purchasing policy and procedures authorize non-competitive negotiations for contracts in furtherance of the Amended and Restated Base Closure Homeless Assistance Agreement; and,

WHEREAS, Under an arrangement with TIHDI, the Boys & Girls Clubs of San Francisco ("BGCSF") operated a Treasure Island Clubhouse to provide after-school and summer activities for school-aged youth on Treasure Island in furtherance of the Amended and Restated Base Closure Homeless Assistance Agreement ("the "BGCSF Services"); and,

WHEREAS, In 2007, TIHDI, BGCSF and the Authority agreed that the Authority and BGCSF should contract directly for the BGCSF Services; and,

WHEREAS, At its June 9, 2010 meeting, the Authority's Board of Directors approved a Professional Services Agreement with BGCSF for the BGCSF Services for the period from July 1, 2010 through June 30, 2011; and.

WHEREAS, At its June 22, 2011 meeting, the Authority's Board of Directors approved a Professional Services Agreement with BGCSF for the BGCSF Services for the period from July 1, 2011 through June 30, 2012; and,

WHEREAS, the Authority wishes to have BGCSF continue to provide the BGCSF Services by entering into a new Professional Services Agreement (the "Agreement") under which BGCSF will perform the BGCSF Services as more particularly described in the Agreement for the period from July 1, 2012 through June 30, 2013, in furtherance of the Amended and Restated Base Closure Homeless Assistance Agreement; and,

WHEREAS, the Contractor provides afterschool and summer activities for school aged youth and the Authority wishes to have such services provided on Treasure Island; and,

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WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by Authority as set forth under this Contract:

Now, THEREFORE, the parties agree as follows:

Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation

This Agreement is subject to the budget and fiscal provisions of the Charter of the City and County of San Francisco ("City"). Charges will accrue only after prior written authorization certified by the Controller, and the amount of the Authority's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

This Agreement will terminate without penalty, liability or expense of any kind to the Authority at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

Authority has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. Authority budget decisions are subject to the discretion of the Mayor, the Board of Supervisors and the Authority's Board of Directors. Contractor's assumption of risk of possible non-appropriation is part of the consideration for this Agreement.

THIS SECTION CONTROLS AGAINST ANY AND ALL OTHER PROVISIONS OF THIS AGREEMENT.

2. Term of the Agreement

Subject to Section 1, the term of this Agreement shall be for a month to month term from July 1, 2013 to June 30, 2014. Notwithstanding anything in this Agreement to the contrary, either party, in its sole discretion, may terminate this Agreement for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party.

3. Effective Date of Agreement

This Agreement shall become effective when the Controller has certified to the availability of funds and Contractor has been notified in writing.

4. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

5. Compensation

Compensation shall be made in monthly payments on or before the tenth day of each month for work, as set forth in Section 4 of this Agreement, that the Director of Island Operations, in his or her sole discretion, concludes has been performed as of the final day of the immediately preceding month. In no event shall the amount of this Agreement exceed One Hundred Forty Six Thousand Nine Hundred and Ninety Dollars (\$146.990). The breakdown of costs associated with this Agreement appears in Appendix

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B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Authority as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

6. Guaranteed Maximum Costs

- a. The Authority's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification.
- b. Except as may be provided by laws governing emergency procedures, officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse the Contractor for, Commodities or Services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved as required by law.
- c. Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is certified without certification of the additional amount by the Controller.
- d. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

7. Payment; Invoice Format

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller, and must include a unique invoice number. All amounts paid by Authority to Contractor shall be subject to audit by the Authority.

Payment shall be made by Authority to Contractor at the address specified in the section entitled "Notices to the Parties."

8. Submitting False Claims; Monetary Penalties

Pursuant to San Francisco Administrative Code §21.35, any contractor, subcontractor or consultant who submits a false claim shall be liable to the City for three times the amount of damages which the City sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the City and/or the Authority for the costs, including attorneys' fees, of a civil action brought to recover any of those penalties or damages, and may be liable to the City and/or the Authority for a civil penalty of up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the City or the Authority if he contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the City or the Authority a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City or the Authority; (c) conspires to defraud the City or the Authority by getting a false claim allowed or

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paid by the City; or the Authority; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City or the Authority; or (e) is a beneficiary of an inadvertent submission of a false claim to the City or the Authority, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City or Authority within a reasonable time after discovery of the false claim.

9. Disallowance - Left blank by agreement of the parties.

10. Taxes

- Payment of any taxes, including possessory interest taxes and California sales and use
 taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the
 obligation of Contractor.
- b. Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of Authority property for private gain. If such a possessory interest is created, then the following shall apply:
- (1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
- (2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the Authority to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
- (3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the Country Assessor, the State Board of Equalization or other public agency as required by law.
- (4) Contractor further agrees to provide such other information as may be requested by the Authority to enable the Authority to comply with any reporting requirements for possessory interests that are imposed by applicable law.

11. Payment Does Not Imply Acceptance of Work

The granting of any payment by Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by Authority and in such case must be replaced by Contractor without delay.

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12. Qualified Personnel

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with Authority's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Authority's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

13. Responsibility for Equipment

Authority shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Authority.

14. Independent Contractor; Payment of Taxes and Other Expenses

a. Independent Contractor

Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by Authority under this Agreement. Contractor or any agent or employee of Contractor shall not have employee status with Authority, nor be entitled to participate in any plans, arrangements, or distributions by Authority pertaining to or in connection with any retirement, health or other benefits that Authority may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Authority and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from Authority shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. Authority does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

b. Payment of Taxes and Other Expenses.

Should Authority, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). Authority shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for Authority, upon notification of such fact by Authority, Contractor shall promptly remit such amount due or arrange with Authority to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

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A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of Authority. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to a reduction in Authority's financial liability so that Authority's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

15. Insurance

- a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:
- (1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- (2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:
- (1) Name as Additional Insured the US Navy, the Treasure Island Development Authority, and the City and County of San Francisco, their Officers, Agents, and Employees.
- (2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- c. Regarding Workers' Compensation, Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Authority and the City for all work performed by the Contractor, its employees, agents and subcontractors.
- d. All policies shall provide thirty (30) days' advance written notice to Authority of eduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the Authority address in the "Notices to the Parties" section.
- e. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences

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during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

- f. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- g. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Authority receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Authority may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.
- h. Before commencing any operations under this Agreement, Contractor shall furnish to Authority certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to Authority, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.
- i. Approval of the insurance by Authority shall not relieve or decrease the liability of Contractor hereunder.

16. Indemnification

Contractor shall indemnify and save harmless Authority and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, arising directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by Authority or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Authority, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Authority and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Authority's costs of investigating any claims against the Authority.

In addition to Contractor's obligation to indemnify Authority, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Authority and continues at all times thereafter.

Contractor shall indemnify and hold Authority harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Authority, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

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17. Incidental and Consequential Damages

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Authority may have under applicable law.

18. Liability of Authority

AUTHORITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 5 OF THIS AGREEMENT. NOT WITHISTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL AUTHORITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

19. Liquidated Damages

By entering into this Agreement, Contractor agrees that in the event the Services, as provided under Section 4 herein, are delayed beyond the scheduled milestones and timelines as provided in Appendix A, Authority will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of Five Hundred Dollars (\$500) per day for each day of delay beyond scheduled milestones and timelines is not a penalty, but is a reasonable estimate of the loss that Authority will incur based on the delay, established in light of the circumstances existing at the time this contract was awarded. Authority may deduct a sum representing the liquidated damages from any money due to Contractor. Such deductions shall not be considered a penalty, but rather agreed monetary damages sustained by Authority because of Contractor's failure to deliver to Authority within the time fixed or such extensions of time permitted in writing by the Authority.

20. Default; Remedies

- Each of the following shall constitute an event of default ("Event of Default") under this
 Agreement:
- (1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement:
 - 8. Submitting false claims
 - 10. Taxes
 - Insurance
 - 24. Proprietary or confidential information of City
 - Assignment
 - 37. Drug-free workplace policy,
 - 53. Compliance with laws
 - 55. Supervision of minors
 - 57. Protection of private information
 - 58. Graffiti removal

- (2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from Authority to Contractor.
- (3) Contractor (a) is generally not paying its debts as they become due, (b) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (c) makes an assignment for the benefit of its creditors, (d) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (e) takes action for the purpose of any of the foregoing.
- (4) A court or government authority enters an order (a) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (b) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (c) ordering the dissolution, winding-up or liquidation of Contractor.
- b. On and after any Event of Default, Authority shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, Authority shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to Authority on demand all costs and expenses incurred by Authority in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Authority shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between Authority and Contractor all damages, losses, costs or expenses incurred by Authority as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.
- c. All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

21. Termination for Convenience

- a. Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Authority shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.
- b. Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by Authority and to minimize the liability of Contractor and Authority to third parties as a result of termination. All such actions shall be subject to the prior approval of Authority. Such actions shall include, without limitation:
- (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by Authority.

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- (2) Not placing any further orders or subcontracts for materials, services, equipment
 - (3) Terminating all existing orders and subcontracts.
- (4) At Authority's direction, assigning to Authority any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, Authority shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- (5) Subject to Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
- (6) Completing performance of any services or work that Authority designates to be completed prior to the date of termination specified by Authority.
- (7) Taking such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which Authority has or may acquire an interest.
- c. Within 30 days after the specified termination date, Contractor shall submit to Authority an invoice, which shall set forth each of the following as a separate line item:
- (1) The reasonable cost to Contractor, without profit, for all services and other work Authority directed Contractor to perform prior to the specified termination date, for which services or work Authority has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
- (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can establish, to the satisfaction of Authority, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.
- (3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the Authority or otherwise disposed of as directed by the Authority.
- (4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to Authority, and any other appropriate credits to Authority against the cost of the services or other work.
- d. In no event shall Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).

- e. In arriving at the amount due to Contractor under this Section, Authority may deduct: (1) all payments previously made by Authority for work or other services covered by Contractor's final invoice; (2) any claim which Authority may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Authority, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and Authority's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.
- f. Authority's payment obligation under this Section shall survive termination of this Agreement.

22. Rights and Duties upon Termination or Expiration

This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement:

- Submitting false claims
- 9. Disallowance
- Taxes
- 11. Payment does not imply acceptance of work
- 13. Responsibility for equipment
- 14. Independent Contractor; Payment of Taxes and Other Expenses
- Insurance
- Indemnification
- 17. Incidental and Consequential Damages
- 18. Liability of City
- 24. Proprietary or confidential information of City
- 26. Ownership of Results
- 27. Works for Hire
- 28. Audit and Inspection of Records
- 48. Modification of Agreement.
- 49. Administrative Remedy for Agreement Interpretation.
- 50. Agreement Made in California; Venue
- 51. Construction
- 52. Entire Agreement
- 56. Severability
- 57. Protection of private information

Subject to the immediately preceding sentence, upon termination of this Agreement prior to expiration of the term specified in Section 2, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to Authority, and deliver in the manner, at the times, and to the extent, if any, directed by Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to Authority. This subsection shall survive termination of this Agreement.

23. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify the Authority if it becomes aware of any such fact during the term of this Agreement.

24. Proprietary or Confidential Information of Authority

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Authority. Contractor agrees that all information disclosed by Authority to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

25. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Authority: Treasure Island Development Authority

One Avenue of the Palms
Treasure Island

San Francisco, CA. 94130

Attn: Mirian Saez, Director of Island Operations Fax: (415) 274-0660

To Contractor

Boys & Girls Clubs of San Francisco 55 Hawthorne Street, Suite 600 San Francisco, CA. 94105 Attn: Maxine L. Wilson, Vice President of Operations Phone: (415) 445-5433

Email: maxinewilson@kidsclub.org

Any notice of default must be sent by registered mail.

26. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to Authority. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

27. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the Authority, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the Authority, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

28. Audit and Inspection of Records

Contractor agrees to maintain and make available to the Authority, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon Authority by this Section.

29. Subcontracting

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by Authority in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

30. Assignment

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by Authority by written instrument executed and approved in the same manner as this Agreement.

31. Non-Waiver of Rights

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

32. Earned Income Credit (EIC) Forms

Administrative Code section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.

- a. Contractor shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty days following the date on which this Agreement becomes effective (unless Contractor has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Contractor; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.
- b. Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Contractor of the terms of this Agreement. If, within thirty days after Contractor receives written notice of such a breach, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty days, Contractor fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the Authority may pursue any rights or remedies available under this Agreement or under amplicable law.
- c. Any Subcontract entered into by Contractor shall require the subcontractor to comply, as to the subcontractor's Eligible Employees, with each of the terms of this section.
- d. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

33. Local Business Enterprise Utilization; Liquidated Damages

a. The LBE Ordinance

Contractor, shall comply with all the requirements of the Local Business Enterprise and Non-Discrimination in Contracting Ordinance set forth in Chapter 14B of the San Francisco Administrative Code as it now exists or as it may be amended in the future (collectively the "LBE Ordinance"), provided such amendments do not materially increase Contractor's obligations or liabilities, or materially diminish Contractor's rights, under this Agreement. Such provisions of the LBE Ordinance are incorporated by reference and made a part of this Agreement as though fully set forth in this section. Contractor's willful failure to comply with any applicable provisions of the LBE Ordinance is a material breach of Contractor's obligations under this Agreement and shall entitle Authority, subject to any applicable notice and cure provisions set forth in this Agreement, to exercise any of the remedies provided for under this Agreement, under the LBE Ordinance or otherwise available at law or in equity, which remedies shall be cumulative unless this Agreement expressly provides that any remedy is exclusive. In addition, Contractor shall comply fully with all other applicable local, state and federal laws prohibiting discrimination and requiring equal opportunity in contracting, including subcontracting.

b. Compliance and Enforcement

If Contractor willfully fails to comply with any of the provisions of the LBE Ordinance, the rules and regulations implementing the LBE Ordinance, or the provisions of this Agreement pertaining to LBE participation, Contractor shall be liable for liquidated damages in an amount equal to Contractor's net profit on this Agreement, or 10% of the total amount of this Agreement, or \$1,000, whichever is greatest. The Director of the City's Human Rights Commission or any other public official authorized to enforce the LBE Ordinance (separately and collectively, the "Director of HRC") may also impose other sanctions against Contractor authorized in the LBE Ordinance, including declaring the Contractor to be irresponsible and ineligible to contract with the City for a period of up to five years or revocation of the Contractor's LBE certification. The Director of HRC will determine the sanctions to be imposed, including the amount of liquidated damages, after investigation pursuant to Administrative Code \$14B.17.

By entering into this Agreement, Contractor acknowledges and agrees that any liquidated damages assessed by the Director of the HRC shall be payable to Authority upon demand. Contractor further acknowledges and agrees that any liquidated damages assessed may be withheld from any monies due to Contractor on any contract with City or the Authority.

Contractor agrees to maintain records necessary for monitoring its compliance with the LBE Ordinance for a period of three years following termination or expiration of this Agreement, and shall make such records available for audit and inspection by the Director of HRC or the Controller upon request.

34. Nondiscrimination; Penalties

a. Contractor Shall Not Discriminate

In the performance of this Agreement, Contractor agrees not to discriminate against any employee, City and County employee working with such contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

b. Subcontracts

Contractor shall incorporate by reference in all subcontracts the provisions of §§12B.2 (a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code (copies of which are available from Purchasing) and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

c. Nondiscrimination in Benefits

Contractor does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco, on real property owned by San Francisco, or where work is being performed for the City elsewhere in the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in §12B.2(b) of the San Francisco Administrative Code.

d. Condition to Contract

As a condition to this Agreement, Contractor shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.

e. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Contractor understands that pursuant to §§12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Contractor and/or deducted from any payments due Contractor.

35. MacBride Principles-Northern Ireland

Pursuant to San Francisco Administrative Code §12F.5, the City and County of San Francisco urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. The City and County of San Francisco urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Contractor acknowledges and agrees that the or she has read and understood this section.

36. Tropical Hardwood and Virgin Redwood Ban

Pursuant to §804(b) of the San Francisco Environment Code, the City and County of San Francisco urges contractors not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.

37. Drug-Free Workplace Policy

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City and Authority premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

38. Resource Conservation

Chapter 5 of the San Francisco Environment Code ("Resource Conservation") is incorporated herein by reference. Failure by Contractor to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract.

39. Compliance with Americans with Disabilities Act

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

40. Sunshine Ordinance

In accordance with San Francisco Administrative Code §67.24(e), contracts, contractors' bids, responses to solicitations and all other records of communications between Authority and persons or firms seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request.

41. Public Access to Meetings and Records

If the Contractor receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, Contractor shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Contractor agrees to open its meetings and records to the public in the manner set forth in §\$12L.4 and 12L.5 of the Administrative Code. Contractor further agrees to make-good faith efforts to promote community membership on its Board of Directors in the manner set forth in §12L.6 of the Administrative Code. The Contractor acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Contractor further acknowledges that such material breach of the Agreement shall be grounds for the Authority to terminate and/or not renew the Agreement, partially or in its entirety.

42. Limitations on Contributions

Through execution of this Agreement, Contractor acknowledges that it is familiar with section 1,126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, the board of a state agency on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Contractor acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Contractor further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Additionally, Contractor acknowledges that Contractor must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Contractor further agrees to provide Authority the names of each person, entity or committee described above.

43. Requiring Minimum Compensation for Covered Employees

a. Contractor agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Sections 12P.5 and 12P.5.1 of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at

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www.sfgov.org/olse/mco. A partial listing of some of Contractor's obligations under the MCO is set forth in this Section. Contractor is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.

- b. The MCO requires Contractor to pay Contractor's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Contractor is obligated to keep informed of the then-current requirements. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Contractor's obligation to ensure that any subcontractors of any tier under this Agreement comply with the requirements of the MCO. If any subcontractor under this Agreement fails to comply, Authority may pursue any of the remedies set forth in this Section against Contractor.
- c. Contractor shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.
- d. Contractor shall maintain employee and payroll records as required by the MCO. If Contractor fails to do so, it shall be presumed that the Contractor paid no more than the minimum wage required under State law.
- e. Authority is authorized to inspect Contractor's job sites and conduct interviews with employees and conduct audits of Contractor
- f. Contractor's commitment to provide the Minimum Compensation is a material element of the Authority's consideration for this Agreement. The Authority in its sole discretion shall determine whether such a breach has occurred. The Authority and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Contractor fails to comply with these requirements. Contractor agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the Authority and the public will incur for Contractor's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.
- g. Contractor understands and agrees that if it fails to comply with the requirements of the MCO, the City and the Authority shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period of thereafter fails diligently to pursue such cure to completion, the City and the Authority shall have the right to pursue any rights or remedies available under applicable law, including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City or the Authority.
- h. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- i. If Contractor is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but

Contractor later enters into an agreement or agreements that cause contractor to exceed that amount in a fiscal year, Contractor shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Contractor and this department to exceed \$25,000 in the fiscal year.

44. Requiring Health Benefits for Covered Employees

Contractor agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Section 12Q.5.1 of Chapter 12Q are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the HCAO is available on the web at www.sfgov.org/olse. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12Q.

- a. For each Covered Employee, Contractor shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Contractor chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- b. Notwithstanding the above, if the Contractor is a small business as defined in Section 12Q.3 (e) of the HCAO, it shall have no obligation to comply with part (a) above.
- c. Contractor's failure to comply with the HCAO shall constitute a material breach of this agreement. Authority shall notify Contractor if such a breach has occurred. If, within 30 days after receiving Authority's written notice of a breach of this Agreement for violating the HCAO, Contractor fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Contractor fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, City and Authority shall have the right to pursue the remedies set forth in 12Q.5.1 and 12Q.5(f)(1-6). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to City or Authority.
- d. Any Subcontract entered into by Contractor shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Contractor shall notify City's Office of Contract Administration when it enters into such a Subcontract and shall certify to the Office of Contract Administration that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Contractor shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the City and Authority may pursue the remedies set forth in this Section against Contractor based on the Subcontractor's failure to comply, provided that City or Authority has first provided Contractor with notice and an opportunity to obtain a cure of the violation.
- e. Contractor shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying City or Authority with regard to Contractor's noncompliance or anticipated noncompliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- f. Contractor represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.

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- g. Contractor shall maintain employee and payroll records in compliance with the California Labor Code and Industrial Welfare Commission orders, including the number of hours each employee has worked on the City Contract.
 - h. Contractor shall keep itself informed of the current requirements of the HCAO.
- Contractor shall provide reports to the City and Authority in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- j. Contractor shall provide City and Authority with access to records pertaining to compliance with HCAO after receiving a written request from Authority to do so and being provided at least ten business days to respond.
- k. Contractor shall allow City and Authority to inspect Contractor's job sites and have access to Contractor's employees in order to monitor and determine compliance with HCAO.
- City and Authority may conduct random audits of Contractor to ascertain its compliance with HCAO. Contractor agrees to cooperate with City and/or Authority when it conducts such audits.
- m. If Contractor is exempt from the HCAO when this Agreement is executed because its amount is less than \$25,000 (\$50,000 for nonprofits), but Contractor later enters into an agreement or agreements that cause Contractor's aggregate amount of all agreements with City or Authority to reach \$75,000, all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Contractor and the City or Authority to be equal to or greater than \$75,000 in the fiscal year.

45. First Source Hiring Program

a. Incorporation of Administrative Code Provisions by Reference

The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.

b. First Source Hiring Agreement

As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the FSHA, the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:

(1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs maybe certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

- (2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.
- (3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.
- (4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals
- (5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.
 - (6) Set the term of the requirements.
- (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.

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(9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

c. Hiring Decisions

Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

d. Exceptions

Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

e. Liquidated Damages

Contractor agrees:

- To be liable to the City and/or the Authority for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the Authority's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the Authority, City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the Authority and City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the Authority and City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City and Authority suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
- A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and

B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

Therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City and/or the Authority by the failure of a contractor to comply with its first source referral contractual obligations.

- (6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and
- (7) That in the event the City and/or the Authority is the prevailing party in a civil action to recover liquidated damages for breach of a contract provision required by this Chapter, the contractor will be liable for the City's and Authority's costs and reasonable attorneys fees.

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

f. Subcontracts

Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.

46. Prohibition on Political Activity with City Funds

In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the services provided under this Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City and the Authority may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City or Authority contract for a period of two (2) years. The Controller will not consider Contractor's use of profit as a violation of this section.

47. Preservative-treated Wood Containing Arsenic

Contractor may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenio" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, or ammoniacal copper arsenate preservative. Contractor may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Contractor from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

48. Modification of Agreement

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement Contractor shall cooperate with Department to submit to the Director of HRC any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (HRC Contract Modification Form).

49. Administrative Remedy for Agreement Interpretation

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to Purchasing who shall decide the true meaning and intent of the Agreement.

50. Agreement Made in California; Venue

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

51. Construction

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

52. Entire Agreement

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 48, "Modification of Agreement."

53. Compliance with Laws

Contractor shall keep itself fully informed of the City's Charter, codes, ordinances and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time.

54. Services Provided by Attorneys

Any services to be provided by a law firm or attorney must be reviewed and approved in writing in advance by the City Attorney. No invoices for services provided by law firms or attorneys, including, without limitation, as subcontractors of Contractor, will be paid unless the provider received advance written approval from the City Attorney.

55. Supervision of Minors - Left blank by agreement of the parties.

56. Severability

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

57. Protection of Private Information

Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. Contractor agrees that any failure of Contactor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

58. Graffiti Removal

Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's and Authority's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Contractor shall remove all graffiti from any real property owned or leased by Contractor in the City and County of San Francisco within forty eight (48) hours of the earlier of Contractor's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti or (b) receipt of notification of the graffiti or (b) receipt of notification of the graffiti or the Department of Public Works. This section is not intended to require a Contractor to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act

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(California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

Any failure of Contractor to comply with this section of this Agreement shall constitute an Event of Default of this Agreement.

59. Food Service Waste Reduction Requirements

Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for the second breach in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that Authority will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by the Authority because of Contractor's failure to comply with this provision.

60. Slavery Era Disclosure - Left blank by agreement of the parties.

61. Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

62. Wages and Working Conditions.

Contractor agrees that any person performing labor in the construction of any improvements and any Alterations, which Contractor provides under this agreement, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Contractor shall include, in any contract for construction of such Improvements and Alterations, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Contractor shall require any contractor to provide, and shall deliver to Authority upon request, certified payroll reports with respect to all persons performing labor in the construction of such improvement work or any Alterations to the Premises.

63. Miscellaneous Prevailing Wage Requirements.

Contractor agrees to comply, to the extent required by law, with San Francisco Administrative Code Section 21C et seq. San Francisco Administrative Code Section 21C.1 – Section 21C.7 are hereby incorporated by reference.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

TREASURE ISLAND DEVELOPMENT AUTHORITY	CONTRACTOR BOYS & GIRLS CLUBS OF SAN FRANCISCO, a California nonprofit corporation
By: Mirian Saez, Director of Island Operations Treasure Island	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.
Approved as to Form: Dennis J. Herrera City Attorney	I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.
By: Deputy City Attorney	Rob Connolly, President & CPO, Boys & Girls Clubs of San Francisco
	City vendor number: 51465

Appendices

A: Services to be provided by Contractor Calculation of Charges

B:

Appendix A Services to be provided by Contractor

1. Description of Services

Core Program areas offer youth a wide range of activities and services to support their lives: daily homework completion and academic tutoring; literacy, math and science enhancement programs; financial literacy; community service and leadership clubs; sports instruction; inter-city sports leagues; nontraditional fitness activities; fine arts and crafts; age and gender specific health and life skills programs; social recreation and games; and technology. Much programming is around life-skills and staff consistently helps members understand healthy choices as they explore new activities, find areas of interest, set and reach individual goals. Virtues of caring, responsibility, respect, kindness, acceptance, commitment, service, honesty are expected of all youth and are evident everywhere in the Clubs.

A significant number of Club members struggle with multiple risk factors and need more assistance than our basic programming can provide. Behavioral Health Services has been piloted at two Clubs for three years. We will provide at least one part-time post-Masters Behavioral Health Specialist to serve children and youth at our Treasure Island Club.

Specific Services at the Treasure Island Boys & Girls Club are:

- 1) Daily educational support services.
- 2) Daily fitness, health and life skills activities.
- Offer site-based youth development education support at Francisco Middle School and Flynn Schools (two schools where many of our Treasure Island members are bused) and Galileo High School.
- 4) Honoring our members in education accomplishments with mid-year and end-of-year ceremonies.
- 5) Provide tutors to work with youth twice a week each semester; this will take place in nine-week sessions; over the course of the year. Our young people will participate in 9-week tutoring sessions with an emphasis on increasing reading and literacy levels.
- Provide part-time Behavioral Health Specialist position to address youth facing multiple risk factors.
- 7) Education Coordinator and tutors will provide high end summer educational programs. All staff members encourage participation in, our small group program that promotes resiliency and healthy decision-making.
- 8) Offer basketball clinics at the TI Gym.
- 9) Provide hands-on nutrition instruction for young people.
- 10) Offer Career Launch, a career and college exploration curriculum.
- 11) Send Treasure Island members to our residential summer camp, Camp Mendocino.
- 12) Provide an environmental education program. The summer environmental program will end with an Environmental Education Party at Ocean Beach with a beach clean-up and picnic.
- 13) Partner with the Treasure Island Sailing Center to provide Sailing Camp for Treasure Island members in summer months, culminating in Sailing Fun Days.
- 14) Offer the Learn to Swim program at our Ernest Ingold Clubhouse located in the Western Addition, culminating in a swim party.
- 15) Our Teen Director will facilitate the Teen's Keystone Club, our teen leadership club that works on Community Service Projects and Fundraising Projects, as well as Career Launch, a career exploration and job readiness program, and College Prep Workshops.
- 16) The Club will enhance middle school programming that addresses transition to high school.

2. Reports

Contractor shall submit written reports on a Quarterly basis to the Treasure Island Development Authority.

Format for the content of such reports shall be determined by the Treasure Island Development Authority. The timely submission of all reports is a necessary and material term and condition of this Agreement.

The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible.

3. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with the Treasure Island Development Authority will be Director of Island Operations.

Appendix B Calculation of Charges

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 5 of this Agreement as the Director of Island Operations, in her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed One Hundred Thirty Six Thousand Nine Hundred and Ninety Dollars (\$436,146,990).

	Projected for 2012-2013	TIDA Funding
Salaries		
Clubhouse Director	64,367	10,000
Health & Fitness Coordinator (PT)	26,000	15,000
Education Director	41,000	20,500
Teen Services Director	41,000	15,000
Social Recreation Coordinator (PT)	21,000	14,000
Teen Staff	3,000	3,000
Behavioral Health Specialist (50%)	24,250	14,000
Custodian (PT)	10,226	
Tutors (2)	15,225	10,000
Total Salaries	246,068	101,500
Taxes/Benefits 26%	63,978	26,390
Total Personnel	310,046	127,890
Other Expenses	53,296	
Indirect Costs	118,000	9,100
Total Expenses	481,342	136,990

Boys & Girls Clubs of San Francisco (BGCSF) Treasure Island Clubhouse (TI) 2012-2013 Summary of Accomplishments

This program year the Treasure Island Clubhouse served a total 583 youth members and other youth served at the Club and community events. A core of 150 youth joined the Club as members. The Club serves a diverse range of ethnicities with the top three highest groups in the following order: African American Multi-ethnic and Latino.

Overview and Summary of BGCSF's Core Program Areas and Accomplishments

SCHOOL YEAR PROGRAMS

ACADEMIC SUCCESS

BGCSF places great importance on improving our member's academic success and grade progression leading to on-time graduation from high school with a plan to attend college or a trade school. We offer math, reading, and science enrichment programs, one-to-one tutoring and homework assistance. We help our members develop a love of learning and an appreciation and understanding of the importance of education.

Treasure Island Academic Accomplishments

Power Hour Rocks!

Our daily educational support services included Power Hour, with 84 youth receiving homework help. Club members learned valuable study skills such as how to organize their assignments while improving their attitude and behavior. The Education Director worked in partnership with Club parents and school staff to ensure the kids completed their homework and helped to support identified academic challenges. Club Staff bridged the gap between parents and teachers as well as provided academic support services on site at the school.

Schools Visited and Served

Club Members attend a variety of elementary, middle and high schools. This year a core of Tl Club members attended John Muir, Leonard Flynn and Francisco Middle School. The Education Director conducted weekly visits to check in on Club members so that she could better support their academic and homework needs. For example, in April 2013 a total of 20 students were served throughout the month at their schools. The Education Director also was invited to students Individual Educational Plan meetings to help craft the best academic support at the Club

Van Pick-up for Middle School Members

3 times a week a Club Staff picked up students at the Middle Schools to help them access programs at the Club, in particular the sports leagues offered Citywide at BGCSF.

Tutoring and Academic Enrichment Programs

Parents identified academic support and tutoring as key areas of need for their children. With creative thinking and pure persistence our new Education Director was able to bring in four new tutors. Tutoring was provided to 22 kids Monday through Thursday. An average of five students a day were served by tutoring in conjunction with teachers from Flynn Elementary School. In addition to KidzLit/literacy and math enrichment, computer-based programs were also a favorite of Club members. In "Club Tech," 52 kids engaged in interactive learning time consisting of spelling bees, research sessions, math computer games, and reading. Club Tech became an integral component of the sixty minute Power Hour block.

Achievement Matters Students Celebrate

25 elementary and middle school members joined Achievement Matters to set academic, social, and personal goals that they wanted to accomplish before the end of the school year. Goals

1

included improving math and spelling skills, as well as making new friends and becoming better athletes. The eight highest achievers who either accomplished or nearly accomplished their god celebrated their success at a citywide party at the Excelsior Clubhouse. The last day of the Spring quarter served to recognize all twenty-five participants in the program and acknowledge their efforts in setting goals and tracking their progress. Participants received individual awards in front of the entire Club while chowing on some delicious frozen yogurt and strawberries. Graduates of 5th and 8th grade were also recognized along with two high school seniors.

Critterific!!!

The Club has been running this program for years. The kids love learning about our Club Companions. They learn how to feed them, how to clean their homes, and how to handle our friends. Members enjoy being able to have Hairy "help" them with homework during the school year. In addition to all the practicalities of taking care of our animals, members also learned about compassion. Members were very gentle with our guinea pig. They also stopped by on the weekends to feed Mr. Tortoise and check in on him. Caring for the animals was an incentive to encourage the kids to stay on task during Power Hour.

New Furry Friend help kids engage in educational programs at the Club!

Through a new partnership with the SPCA, Clubhouse Members welcomed Volunteer, Dan, and his trained canine, Coco. Dan and Coco visited with the kids. The kids activities with Coco included fetching, racing on the field, and cuddling with the furry friend. The kids immediately fell in love with the adorable, friendly pup and soon began to earn a spot in the program through excellent behavior in educational programming.

Staff Transition

We had a vacancy for 5 months before a new Education Director was hired in April of 2013.

GOOD CHARACTER AND COMMUNITY ENGAGEMENT

By participating in BGCSF programs, Club members build strong character, improve leadership skills and develop values. We provide opportunities for our members to engage in their community and sustain meaningful relationships with others, knowing that this encourages them to take responsibility for their community's well-being.

Treasure Island Good Character and Community Engagement Accomplishments

Club-wide "Kindness Campaign"

TI Members (an average of 20 per workshop) participated in the Club-wide "Kindness Campaign" in which kids played fun activities that encouraged teamwork, community building, compassion, and empathy. Kids learned new techniques on how to express themselves when they are frustrated or upset with others and shared their feelings about bullying, putdowns, and fighting at the Clubhouse. This reflective program gave Members an opportunity to talk about their behaviors as well as the behaviors of others while brainstorming better ways to treat one another.

Teen and Middle School Night Takes Off!

April was a great, month for our older Clubhouse Members. Teen Night (6:30-8pm) was filled with kick ball games, cooking projects, gym time, event planning, and various leadership projects. New and old Members alike gathered at the Club to enjoy activities and programs together, as well as field trips both on and off Treasure Island. The Teen and Middle School Program served up to twenty teen and middle school youth.

Club Bike Program = Community Service Opportunity to Life Learning Academy

With the amazing support of Life Learning Academy High School's Bike Shop and internship, Treasure Island's biking program has been brought back to life! Throughout the month LLA cycled through the Clubhouse to repair parts and tires on malfunctioning bikes. Through generous donations and many hours, the high school team fixed nearly every single bike, breathing life back into the beloved biking program.

Life Learning Academy and TI Club Celebrate Grand Opening of Collaborative Garden A team of six Life Learning Academy students and ten Treasure Island Members pioneered through a forest of weeds, dry soil, and three slimy banana slugs to build what would become a new and beautiful garden at the Clubhouse. Thanks to some strong hands, a lot of commitment. and love for Mother Earth, the partnership brought to life a new garden for Members to enjoy and take care of during the summer. Gardening sessions were always accompanied by relationship-building activities and lesson plans about outdoor education and nature. As May came to a close, both Life Learning Academy students along with Clubhouse Members put the last finishing touches on the new organic fruit, vegetable, and flower garden at the Clubhouse. After months of lessons, activities, and games centered on outdoor education, the final project a new organic garden at the Clubhouse—came to a beautiful finish. Complete with strawberries. raspberries, and tomatoes among other fruits, the Clubhouse garden was opened with a bang and a party! The celebration included face-painting, preparing fresh mint lemonade and fruit salad, painting signs, and decorating the surrounding area with colored chalk and streamers. All in all both high school students and Club Members reported having a wonderful experience. Up to ten LLA students were served as well as twelve Club Members throughout the course of the program.

HEALTHY LIFESTYLES

Our goal is to become the healthiest place for kids in San Francisco by instilling life-long healthy habits in all our Club members. Having a healthy, active Club environment, teaching healthy education and providing access to health services are three main components of our healthy initiative. We work hard to ensure that our members are not only healthy now but empowered to make healthy decisions in their futures.

Treasure Island Clubhouse Healthy Lifestyles Accomplishments

Healthy Snack and Dinner Program

Healthy Snacks were provided daily to Club members in partnership with Department of Children, Youth and their Families. The Club partnered with the Children's Empowerment Program to provide not only a daily snack but a light supper program. The kids enjoyed the new menu and an average of about 30 Club members a day received snack.

Healthy Cooking and Math in the Kitchen

Thanks to My Tu and Leah's Pantry through the Food Bank, Club Kids engaged in fun cooking projects like vegetable spread, yogurt parfaits, and smoothies. Members learned how to create their own restaurant menu, how to choose healthy foods in the grocery store, and how to replace healthy alternatives in well-loved foods prepared at home. Between fifteen and twenty kids were able to learn with Leah's Pantry. Club members also came to weekly "Math in the Kitchen Cooking" Program. Tasty treats were made with an emphasis on measuring, adding, subtracting and critical thinking.

Dance Class

Dance is one of the most popular programs in the Club. The members have an opportunity to work on new routines, observe dance shows/competitions outside the Club. Youth watch dance related movies and videos such as "Battlefield America: Where Kids Rule" a kid movie about battling and competitions. This movie motivated all of our youth and opened their eyes to the world of big dance competitions.

Girls Fitness

"Get in Tune" class provided an opportunity for girl's fitness and the ladies love it! The members made sure they had on leggings, sweats, or anything that stretches with them. They take this program very serious and reason because they are learning about their body and themselves. They want to be more flexible and are learning new ways and new stretches for them to take home and practice.

Power Play

Power Play, 30 minutes of daily physical activity for every member at the Club, is still going strong. The kids see Power Play as an escape and a way to just let go.

Treasure Island Clubhouse Participates in the Treasure Island Health & Wellness Fair!

The Treasure Island Clubhouse and Education Department represented opportunities for kids in the Spring and in the upcoming summer at the Treasure Island Health and Wellness Fair. With other organizations throughout the Bay Area, the Treasure Island Clubhouse offered information on summer programming and Camp registration as well as a biking race track for the younger event-copers, Youth from the Club also came out to support, assist, and enjoy the fair.

JOB READINESS WITH EARNING POTENTIAL

When BGCSF Members transition out of the Club at age 18, we expect them to leave the Clubhouse with the skills, knowledge and experience needed to make positive choices about their educational, career and financial futures and on the path to self-sufficiency.

Job Readiness Accomplishments

Leaders in Training Summer Internship

Three of Treasure Island's wonderful Teen Staff were hired as Leaders In Training at Camp Mendocino. Congratulations Tatiana, Mykiel (and her sister Mytanae), and Josh for their professionalism and thoughtfulness required to get the job! Clubhouse Staff are excited to hear back about their amazing work up at Camp.

Life Learning Academy Interns at Club

Throughout the school year and summer, Life Learning Academy has consistently referred their students to the Club to complete their school internship. Interns assist in all aspects of the Club in the Club Office, Educational, Sports and Social Recreation Programs at the Club.

JVS Youth Employment Program at Club

Three youth were placed at the Club during the school year at the Club. Youth attended a training weekly with JVS and other job readiness trainings offered through BGCSF. The teen staff assisted in all aspects of the Club.

Staff Transition

The High School Services Director (HSSD) Position was vacant for 11 months. The HSSD is the key staff that coordinates teen academic, employment, leadership and any other program for teens. Due to short staffing we were not able to participate in BGCSF Citywide events and opportunities for teens. Thankfully we hired Dante Jones as the new HSSD in May of 2013 at Club.

Behavioral Health Services Staff Transition

Our part-time Behavioral Health Specialist (BHS), Mark Mazza, is a LCSW. He provided individual therapy for youth, supports Clubhouse staff and families with school visits, and helps to address various behavioral issues at the Clubhouse. He has helped our members address multiple risk factors. In turn, this has had a positive impact on our youth and their families, the Club and community. Mark also helped restructure behavior and discipline models for the Club. We are saddened that Mark is no longer with us, but he was offered a wonderful job opportunity closer to his home. We are excited that a new BHS was hired in June 2013!

SUMMER PROGRAM – New Programs at Ernest Ingold Clubhouse
After careful consideration with TiDA, Parents, and Community Service Providers, BGCSF is
offering a Summer Program at the Ernest Ingold Clubbhouse. Parents and Club members were
excited about exploring a new Club. Ernest Ingold is located by Golden Gate Park in the Haight
Neighborhood. The El Club offers a high-school sized gym, learn-to-swim and recreational swim
programs in our pool, academic enrichment programs, fine arts programming, and outdoor
garden space. Daily bus transportation, with Staff, to and from the Club is provided to Treasure
Island members. Seventy kids have registered for the Summer Program with a strong core of 30
attending daily.

Camp Mendocino Night - An Evening of Summertime Excitement!

In an effort to excite Members about Camp Mendocino 2013, Treasure Island Staff hosted "Camp Night" – an evening for parents and kids to enjoy a hot dog, learn about Camp, and register for Camp. Many Members enjoyed the peaceful evening and barbeque at the Club while others sparked an interest in attending for the first time this summer. Various parents stopped by and registered their children. Our goal is to send 50 youth to a 10-day residential session at Camp.

CHALLENGES THIS YEAR

- Transition of Key Staff: Club Director, High School Services Director, Education Director and Health & Fitness Director, which affected staff morale and limited the capacity of what we could provide due to short staffing.
- Environmental Issues related to contamination on the Island- the emerging newspaper
 articles regarding safety on the Island and the perception that the area is not safe
 impacted our ability to hire a Clubhouse Director. We had more than one candidate pull
 out of the process based on his/her concerns about the environmental impact of
 working on Treasure Island.
- Rebuilding Staff and Parent Relations and re-establishing formal meetings with parents.





SUBLEASE No. 702

hetween

TREASURE ISLAND DEVELOPMENT AUTHORITY

as Sublandlord

and

BOYS & GIRLS CLUBS OF SAN FRANCISCO, INC. a California non-profit corporation

as Subtenant

For the Sublease of

Buildings 33 A and B the Former Treasure Island Elementary School located at 401 13th Street

> Treasure Island Naval Station San Francisco, California

> > August 1, 2013

TREASURE ISLAND SUBLEASE

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LIST OF EXHIBITS:

EXHIBIT A - Master Lease

EXHIBIT B - Diagram of Premises

EXHIBIT C – Cover Page of Seismic Report

EXHIBIT D - Rules and Regulations

EXHIBIT E - Utilities

EXHIBIT F - TIHDI Work Force Hiring Plan

TREASURE ISLAND SUBLEASE

THIS SUBLEASE (the "Sublease"), dated for reference purposes only as of August 1, 2013, is by and between the TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation ("Sublandlord"), and BOYS & GIRLS CLUBS OF SAN FRANCISCO, INC., a California non-profit corporation ("Subtenant"). From time to time, Sublandlord and Subtenant together shall be referred to herein as the "Parties".

This Sublease is made with reference to the following facts and circumstances:

- A. The United States of America, acting by and through the Department of Navy ("Master Landlord") and Sublandlord entered into a lease dated November 19, 1998, as amended from time to time (the "Master Lease"), a copy of which is attached hereto as Exhibit A. Under the Master Lease, the Master Landlord leased to Sublandlord certain real property located on Treasure Island Naval Station (the "Property"), as more particularly described in the Master Lease.
- B. Sublandlord and Subtenant are parties to Sublease No. 387 dated as of December 1, 2010, as amended by the First Amendment to Sublease dated as of December 1, 2011 and the Second Amendment to Sublease dated as of December 1, 2012 (collectively, the "Original Sublease"), for space located in Building 33 at the Former Treasure Island Elementary School, Treasure Island, San Francisco, California as more particularly described in the original sublease (the "Original Premises"). Subtenant desires to continue to sublease the Original Premises from Sublandlord and Sublandlord is willing to sublet to Subtenant the Original Premises on the terms and conditions contained in this Sublease. The Original Sublease will terminate as of the Commencement Date described below.

NOW THEREFORE, Sublandlord and Subtenant hereby agree as follows:

1. BASIC SUBLEASE INFORMATION

The following is a summary of basic sublease information (the "Basic Sublease Information"). Each item below shall be deemed to incorporate all of the terms of this Sublease pertaining to such item. In the event of any conflict between the information in this Section and any more specific provision of this Sublease, the more specific provision shall control.

Sublease Reference Date:

August 1, 2013

Sublandlord:

TREASURE ISLAND DEVELOPMENT AUTHORITY, a California public benefit corporation

Subtenant:

Subleased Premises (Section 2.1):

BOYS & GIRLS CLUBS OF SAN FRANCISCO, INC., a California non-profit corporation

Parcel A: approximately Seven Thousand Eight Hundred and Fifty Five (7,855) square feet of classroom space located at Buildings 33 A and B; and Parcel B: approximately Fifteen Thousand and Four Hundred (15,400) square feet of outside recreation space located adjacent to Buildings 33 A and B at the Former Treasure Island Elementary School - 401 13th Street, Treasure Island, San Francisco, California, all as more particularly shown on Exhibit B attached hereto and made a part hereof.

Building 33

Commencement date: July 1, 2013 Expiration date: November 30, 2014

Notwithstanding anything in this Sublease to the contrary, either Sublandlord or Subtenant, in its sole discretion, may terminate this Sublease for any reason upon delivery of not less than thirty (30) days' prior written notice to the other party.

Sublandlord and Subtenant acknowledge that the Original Sublease will terminate as of the Commencement Date described above, and the Premises will be subject to this Sublease from and after the Commencement Date.

Facility:

Term: (Section 4.1):

Base Rent (Section 5.1):

Base Rent is waived. Subtenant will pay, as Additional Charges, Six Hundred and Fifteen Dollars (\$615.00) per month as Subtenant's contribution for expenses paid or incurred by Sublandlord in connection with the ownership, operation, maintenance, repair and management of the common areas, including but not limited to the sidewalks, walkways, driveways, curbs, lighting systems and security services, throughout Treasure Island.

Rent Adjustment Date(s) (Section 5.2):

Not applicable

Rent Increase Percentage (Section 5.2):

Not applicable

Use (Section 7.1):

General office and classroom use only and for

no other purpose.

Repair Amount (Section 13.1):

Ten Thousand Dollars (\$10,000)

Security Deposit (Section 19.3):

Waived

Notice Address of Sublandlord (Section 21.1):

Treasure Island Development Authority Treasure Island Project Office One Avenue of Palms Building 1, 2nd Floor Treasure Island San Francisco, CA 94130 Attn: Mirian Saez Director of Island Operations

Fax No.: 415-274-0299

with a copy to:

Office of the City Attorney City Hall, Room 234 1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102 Attn: Charles Sullivan Fax No.: (415) 554-4755

Notice Address of Subtenant (Section 21.1):

BOYS & GIRLS CLUBS OF SAN FRANCISCO, INC. 55 Hawthorne Street, Suite 600 San Francisco. CA 94105

Attn: Rob Connolly

Phone No. 415.445.5433 Fax No. 415.445.5402 Email. mwilson@kidsclub.org

Notice Address of Master Landlord (Section 21.1):

Department of The Navy Base Realignment and Closure Program Management Office West 1455 Frazee Road, Suite 900 San Diego, CA 92108-4310 Fax #: (619) 532-9858

2. PREMISES

2.1. <u>Subleased Premises</u>. Subject to the terms, covenants and conditions of this Sublease, Sublandlord subleases to Subtenant the Premises. Subtenant shall have the non-exclusive right to use, together with other subtenants in the Facility, the lobbies, corridors, elevators, stairways and other public areas of the Facility and the Property (collectively, the "Common Areas"), and the non-exclusive right of access to and from the Premises by the main entrances to the Facility and the Property.

In the event Subtenant uses or occupies space outside the Premises without the prior written consent of Sublandlord (the "Encroachment Area"), then upon written notice from Sublandlord ("Notice to Vacate"), Subtenant shall immediately vacate such Encroachment Area and pay as additional rent for each day Subtenant used, occupied, uses or occupies such Encroachment Area, an amount equal to the rentable square footage of the Encroachment Area, multiplied by the higher of the (a) highest rental rate then approved by Sublandlord's Board of Directors for the Premises or the Facility, or (b) then current fair market rent for such Encroachment Area, as reasonably determined by Sublandlord (the "Encroachment Area Charge"). If Subtenant uses or occupies such Encroachment Area for a fractional month, then the Encroachment Area Charge for such period shall be prorated based on a thirty (30) day month. In no event shall acceptance by Sublandlord of the Encroachment Area Charge be deemed a consent by Sublandlord to the use or occupancy of the Encroachment Area by Subtenant or a waiver (or be deemed as waiver) by Sublandlord of any and all other rights and remedies of Sublandlord under this Sublease (including Subtenant's obligation to indemnify, defend and hold Sublandlord harmless as set forth in the last paragraph of this Section 2.1), at law or in equity.

In addition to the foregoing amount, Subtenant shall pay to Sublandlord, as additional

rent, an amount equaling Two Hundred Dollars (\$200.00) upon delivery of the initial Notice to Vacate plus the actual cost associated with a survey of the Encroachment Area. In the event Sublandlord determines during subsequent inspection(s) that Subtenant has failed to vacate the Encroachment Area, then Subtenant shall pay to Sublandlord, as additional rent, an amount equaling Three Hundred Dollars (\$300.00) for each additional Notice to Vacate, if applicable, delivered by Sublandlord to Subtenant following each inspection. The parties agree that the charges associated with each inspection of the Encroachment Area, delivery of each Notice to Vacate and survey of the Encroachment Area represent a fair and reasonable estimate of the administrative cost and expense which Sublandlord will incur by reason of Sublandlord's inspection of the Premises, issuance of each Notice to Vacate and survey of the Encroachment Area. Subtenant's failure to comply with the applicable Notice to Vacate and Sublandlord's right to impose the foregoing charges shall be in addition to and not in lieu of any and all other rights and remedies of Sublandlord under this Sublease, at law or in equity. The amounts set forth in this Section 2.1 shall be due within three (3) business days following the applicable Notice to Vacate and/or separate invoice relating to the actual cost associated with a survey of the Encroachment Area

In addition to the rights and remedies of Sublandlord as set forth in the immediately foregoing two paragraphs of this Section 2.1, the terms and conditions of the indemnity and exculpation provision set forth in Section 16 below shall also apply to Subtenant's use and occupancy of the Encroachment Area as if the Premises originally included the Encroachment Area, and Subtenant shall additionally indemnify, defend and hold Sublandlord harmless from and against any and all loss or liability resulting from delay by Subtenant in so surrendering the Encroachment Area including, without limitation, any loss or liability resulting from any claims against Sublandlord made by any tenant or prospective tenant founded on or resulting from such delay and losses to Sublandlord due to lost opportunities to lease any portion of the Encroachment Area to any such tenant or prospective tenant, together with, in each case, actual attorneys' fees and costs.

By placing their initials below, each party specifically confirms the accuracy of the statements made in this $\underline{\text{Section 2.1}}$ and the reasonableness of the amount of the charges described in this $\underline{\text{Section 2.1}}$.

Initials: Sublandlord Sub	otenant
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2.2. As Is Condition of Premises.

(a) <u>Inspection of Premises</u>. Subtenant represents and warrants that Subtenant has conducted a thorough and diligent inspection and investigation, either independently or through its officers, directors, employees, agents, affiliates, subsidiaries, licensees and contractors, and their respective heirs, legal representatives, successors and assigns, and each of them ("Subtenant's Agents"), of the Premises and the suitability of the Premises for Subtenant's intended use.
Subtenant is fully aware of the needs of its operations and has determined, based solely on its

own investigation, that the Premises are suitable for its operations and intended uses. As part of its inspection of the Premises, Subtenant acknowledges its receipt and review of the Seismic Report referenced in Section 2.2(c) below and the Joint Inspection Report referenced in Section 6 of the Master Lease.

- As Is; Disclaimer of Representations. Subtenant acknowledges and agrees that the (h) Premises are being subleased and accepted in their "AS IS, WITH ALL FAULTS" condition. without representation or warranty of any kind, and subject to all applicable laws, statutes. ordinances, resolutions, regulations, proclamations, orders or decrees of any municipal, county, state or federal government or other governmental or regulatory authority with jurisdiction over the Premises, or any portion thereof, whether currently in effect or adopted in the future and whether or not in the contemplation of the Parties, including without limitation the orders and citations of any regulatory authority with jurisdiction over life and safety issues concerning the Premises governing the use, occupancy, management, operation and possession of the Premises ("Laws"). Without limiting the foregoing, this Sublease is made subject to any and all covenants, conditions, restrictions, easements and other title matters affecting the Premises, or any portion thereof, whether or not of record. Subtenant acknowledges and agrees that neither Sublandlord, the City and County of San Francisco ("City"), nor any of their respective officers, directors, employees, agents, affiliates, subsidiaries, licensees or contractors, or their respective heirs, legal representatives, successors and assigns ("Sublandlord's Agents") have made, and Sublandlord hereby disclaims, any representations or warranties, express or implied, concerning (i) title or survey matters affecting the Premises, (ii) the physical, geological, seismological or environmental condition of the Premises, including, without limitation, the matters described in the Seismic Report (as defined below), (iii) the quality, nature or adequacy of any utilities serving the Premises, (iv) the feasibility, cost or legality of constructing any Alterations on the Premises if required for Subtenant's use and permitted under this Sublease. (v) the safety of the Premises. whether for the use by Subtenant or any other person, including Subtenant's Agents or Subtenant's clients, customers, vendors, invitees, guests, members, licensees, assignees or subtenants ("Subtenant's Invitees"), or (vi) any other matter whatsoever relating to the Premises or their use, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose.
- (c) Seismic Report. Without limiting Section 2.2(b) above, Subtenant expressly acknowledges for itself and Subtenant's Agents that it received and read that certain report dated August 1995, entitled "Treasure Island Reuse Plan: Physical Characteristics, Building and Infrastructure Conditions," prepared for the Office of Military Base Conversion, Department of City Planning, and the Redevelopment Agency of the City and County of San Francisco (the "Seismic Report"), a copy of the cover page of which is attached hereto as Exhibit C. Subtenant has had an adequate opportunity to review the Seismic Report with expert consultants of its own choosing. The Seismic Report, among other matters, describes the conditions of the soils of the Property and points out that in the area of the Property where the Premises are located, an earthquake of magnitude 7 or greater is likely to cause the ground under and around the Premises to spread laterally to a distance of ten (10) or more feet and/or result in other risks. In that event,

there is a significant risk that any structures or improvements located on or about the Premises, may fail structurally and collapse.

3. COMPLIANCE WITH MASTER LEASE

- 3.1. <u>Incorporation by Reference</u>. All of the terms and conditions of the Master Lease are hereby incorporated by reference into this Sublease as if fully set forth herein.
- 3.2. <u>Performance of Master Landlord's Obligations</u>. Sublandlord does not assume the obligations of Master Landlord under the Master Lease. With respect to work, services, repairs, restoration, the provision of utilities or HVAC services, or the performance of any other obligations required of Master Landlord under the Master Lease, Sublandlord's sole obligation with respect thereto shall be to request the same, on request in writing by Subtenant, and to use reasonable efforts to obtain the same from Master Landlord. Subtenant shall cooperate with Sublandlord as may be required to obtain from Master Landlord any such work, services, repairs, repainting, restoration, the provision of utilities or HVAC services, or the performance of any of Master Landlord's obligations under the Master Lease.
- **3.3.** Conflict. If any of the provisions of this Sublease conflict with any portion of the Master Lease as incorporated herein, then the terms of the Master Lease shall govern.
- 3.4. <u>Compliance with Master Lease</u>. Subtenant shall not do or permit to be done anything which would constitute a violation or a breach of any of the terms, conditions or provisions of the Master Lease or which would cause the Master Lease to be terminated or forfeited by virtue of any rights of termination reserved by or vested in the Master Landlord.

4. TERM

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- 4.1. <u>Term of Sublease</u>. The term of this Sublease (the "Term") shall commence on the Commencement Date set forth in the Basic Sublease Information, and expire on the Expiration Date set forth in the Basic Sublease Information, unless sooner terminated pursuant to the terms of this Sublease.
- 4.2. <u>Effective Date</u>. This Sublease shall become effective on the date (the "Effective Date") upon the later of (i) the Parties' execution and delivery of this Sublease, (ii) Sublandlord's Board of Director's approval of this Sublease at a duly noticed meeting, if such approval is required, or (iii) the Commencement Date.
- 4.3. <u>Automatic Termination</u>. If the Master Lease terminates in whole or in part affecting these Premises for any reason whatsoever, this Sublease shall automatically terminate and the Parties shall thereafter be relieved from all liabilities and obligations under this Sublease, except for liabilities and obligations which expressly survive termination of this Sublease. Subtenant

acknowledges and agrees that it has reviewed the Master Lease, is aware of the circumstances upon which the Master Lease may be terminated and hereby assumes all risks associated with the automatic termination of this Sublease because of the termination of the Master Lease.

- 4.4. <u>Termination</u>. As set forth in the Basic Sublease Information (Term), either Sublandlord or Subtenant, each in their sole discretion, may terminate this Sublease for any reason without liability or expense upon delivery of not less than thirty (30) days' prior written notice to the other party. Subtenant agrees and shall be required to surrender possession of the Premises by the end of such thirty (30) day period.
- 4.5. No Relocation Assistance; Waiver of Claims, Subtenant acknowledges that Subtenant has previously been informed that the Property subject to this Sublease is part of an area that is proposed for redevelopment and that this Sublease may be terminated by Sublandlord or Subtenant may be required to move from the Property to accommodate the redevelopment project. Subtenant acknowledges that, if this Sublease is terminated or Subtenant is asked to move, it will not be a displaced person as that term is defined under the California Government Code Section 7260 et seg. ("California Relocation Act") and the Uniform Relocation Assistance and Real Property Policies Act, 42 U.S. C. 4601 et seq. ("URA"), and that Subtenant will not be entitled to any relocation benefits provided under the California Relocation Act and the URA, including any moving expenses, reimbursement for costs associated with increased rent, loss of goodwill or other costs related to the termination of Subtenant's Lease and Subtenant's relocation from the Premises. Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims against, and covenants not to sue, Sublandlord, its departments, commissions, officers, directors and employees, agents, contractors and successors and assigns and all persons acting by, through or under each of them, under any laws, including, without limitation, any and all claims for relocation benefits or assistance from Sublandlord under federal and state relocation assistance laws (including, but not limited to, California Government Code Section 7260, et seq., and the Uniform Relocation Assistance and Real Property Acquisition Policies Act. 42 U.S.C. 4601, et seq.).

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5. RENT

- 5.1. Base Rent. Throughout the Term, beginning on the Commencement Date, Subtenant shall pay to Sublandlord Base Rent in the amount set forth in the Basic Sublease Information. Base Rent shall be paid to Sublandlord without prior demand and without any deduction, setoff, or counterclaim whatsoever. Base Rent shall be payable on or before the first day of each month, in advance, at the Notice Address of Sublandlord provided in Section 21.1 hereof or such other place as Sublandlord may designate in writing. If the Commencement Date occurs on a date other than the first day of a calendar month, or the Sublease terminates on a day other than the last day of a calendar month, then the monthly payment of Base Rent for such fractional month shall be prorated based on a thirty (30) day month.
- **5.2.** Adjustments in Base Rent. If this Sublease has not been terminated, then on each Rent Adjustment Date set forth in the Basic Sublease Information, the Base Rent shall be increased by the Rent Increase Percentage set forth in the Basic Lease Information.
- 5.3. <u>Additional Charges</u>. In addition to Base Rent, Subtenant shall pay all other charges related to the Premises otherwise payable by Subtenant to Sublandlord hereunder, including, without limitation, all late charges and default interest attributable to late payments and/or defaults of Subtenant hereunder, all utility charges, and any amounts other than Base Rent that shall become due and payable by Subtenant under this Sublease (together, the "Additional Charges"). Together, Base Rent and Additional Charges shall hereinafter be referred to as the "Rent".
- 5.4. <u>Late Charge</u>. If Subtenant fails to pay any Rent within ten (10) days after the date the same is due and payable, such unpaid amount will be subject to a late payment charge equal to six percent (6%) of the unpaid amount in each instance. The late payment charge has been agreed upon by Sublandlord and Subtenant, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that Sublandlord will incur as a result of any such failure by Subtenant, the actual costs thereof being extremely difficult if not impossible to determine. The late payment charge constitutes liquidated damages to compensate Sublandlord for its damages resulting from such failure to pay and Subtenant shall promptly pay such charge to Sublandlord together with such unpaid amount.
- 5.5. <u>Default Interest</u>. If any Rent is not paid within ten (10) days following the due date, such unpaid amount shall bear interest from the due date until paid at the rate of ten percent (10%) per year. However, interest shall not be payable on late charges incurred by Subtenant nor on any amounts on which late charges are paid by Subtenant to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Subtenant.

6. TAXES, ASSESSMENTS AND OTHER EXPENSES

6.1. Taxes and Assessments, Licenses, Permit Fees and Liens.

- (a) Payment Responsibility. Subtenant shall pay any and all real and personal property taxes, including, but not limited to, possessory interest taxes, general and special assessments, excises, licenses, permit fees and other charges and impositions of every description levied on or assessed against the Premises, any Alterations, Subtenant's Personal Property, or Subtenant's use of the Premises or any Alterations during the Term. Subtenant shall make all such payments directly to the charging authority when due and payable and at least ten (10) days prior to delinquency. However, with respect to real property taxes and assessments levied on or assessed against the Premises for which Sublandlord receives the tax bill directly from the taxing authority, Subtenant shall reimburse Sublandlord for payment of such sums immediately upon demand.
- (b) <u>Taxability of Possessory Interest</u>. Without limiting the foregoing, Subtenant recognizes and agrees that this Sublease may create a possessory interest subject to property taxation and that Subtenant may be subject to the payment of property taxes levied on such interest.
- (c) <u>No Liens</u>. Subtenant shall not allow or suffer a lien for any taxes payable by Subtenant hereunder to be imposed upon the Premises or upon any equipment or other property located thereon without discharging the same as soon as practicable, and in no event subsequent to delinquency.
- (d) <u>Reporting Information</u>. Subtenant agrees to provide such information as Sublandlord may request to enable Sublandlord to comply with any possessory interest tax reporting requirements applicable to this Sublease.
- 6.2. <u>Evidence of Payment</u>. Subtenant shall, upon Sublandlord's request, furnish to Sublandlord within ten (10) days after the date when any charges are due and payable, official receipts of the appropriate taxing authority or other evidence reasonably satisfactory to Sublandlord, evidencing payment thereof.

7. USE: COVENANTS TO PROTECT PREMISES

- 7.1. <u>Subtenant's Permitted Use</u>. Subtenant may use the Premises for the Permitted Use set forth in the Basic Sublease Information, but for no other purpose without the prior written consent of Sublandlord, which consent may be given or withheld in Sublandlord's sole and absolute discretion.
- 7.2. <u>Subtenant's Access to the Premises</u>. As provided in Section 30 of the Master Lease, Subtenant shall have access to the Premises on a 24-hours per day, seven days a week basis; provided, however, Subtenant shall coordinate such access with the local representative of Master Landlord.

- 7.3. <u>Rules and Regulations</u>. Subtenant agrees to adhere to all rules and regulations regarding the Premises attached hereto as <u>Exhibit D</u>, and any additional rules regarding security, ingress, egress, safety and sanitation applicable to the Premises or the Property, as such rules and regulations may be prescribed by Master Landlord or Sublandlord from time to time.
- This Sublease shall be subject to all outstanding easements and rights-of-Easements. way for location of any type of facility over, across, in, and upon the Premises or any portion thereof, and to the right of Master Landlord to grant such additional easements and rights-of-way over, across, in and upon the Premises as Master Landlord shall determine to be in the public interest ("Additional Easements"); provided that, as provided in Section 29 of the Master Lease, Master Landlord shall use its best efforts to minimize any interference with Subtenant's operations hereunder caused by the granting of any such Additional Easements and the granting of such Additional Easements shall be conditioned on the assumption by the grantee thereof of liability to Subtenant for such damages as Subtenant shall suffer for property destroyed or property rendered unusable on account of the grantee's exercise of its rights thereunder. There is hereby reserved to the holders of such Additional Easements as are presently outstanding or which may hereafter be granted, to any workers officially engaged in the construction, installation, maintenance, operation, repair or replacement of facilities located thereon, and to any federal, state or local official engaged in the official inspection thereof, such reasonable rights of ingress and egress over the Premises as shall be necessary for the performance of their duties with regard to such facilities.
- 7.5. No Interference with Navy Operations. Subtenant shall not conduct operations, nor make any Alterations (as defined below), that would interfere with or otherwise restrict Master Landlord's operations or environmental clean-up or restoration actions by the Master Landlord, Sublandlord, the Environmental Protection Agency, the State of California or their contractors. Environmental clean-up, restoration or testing activities by these Parties shall take priority over Subtenant's use of the Premises in the event of any conflict; provided, however, in such event, Master Landlord and Sublandlord shall use their best efforts to minimize any disruption of Subtenant's operation.
- 7.6. <u>No Unlawful Uses, Nuisances or Waste</u>. Without limiting the foregoing, Subtenant shall not use, occupy or permit the use or occupancy of any of the Premises in any unlawful manner or for any illegal purpose, or permit any offensive, noisy or hazardous use or any waste on or about the Premises. Subtenant shall eliminate any nuisances or hazards relating to its activities on or about the Premises. Subtenant shall not conduct any business, place any sales display, or advertise in any manner in areas on or about the Property outside of the Premises.

8. ALTERATIONS

8.1. <u>Alterations</u>. Subtenant shall not construct, install, make or permit to be made any alterations, installations or additions ("Alterations") in, to or about the Premises, without Sublandlord's prior written consent in each instance, which consent may given or withheld in

Sublandlord's sole and absolute discretion. Subject to Sublandlord's consent as provided above, any Alterations shall be done at Subtenant's sole expense (i) in strict accordance with plans and specifications approved in advance by Sublandlord in writing, (ii) by duly licensed and bonded contractors or mechanics approved by Sublandlord, (iii) in a good and professional manner, (iv) in strict compliance with all Laws, and (v) subject to all other conditions that Sublandlord may reasonably impose. In no event shall the construction, installation or the making of any Alterations impair the use or operation of the Property, or any portion thereof, or Sublandlord's or Master Landlord's access thereto. Prior to the commencement of any work on the Premises to construct any Alterations, Subtenant, at its sole expense, shall procure all required permits and approvals and shall promptly upon receipt deliver copies of all such documents to Sublandlord. No material change from the plans and specifications for any Alterations approved by Sublandlord may be made without Sublandlord's prior consent. Sublandlord and Sublandlord's Agents shall have the right to inspect the course of construction on the Premises at all times.

- (a) <u>Asbestos-Containing Materials</u>. Without limiting Section 25.2 (No Hazardous Materials) below, in the event that asbestos-containing materials ("ACM") are determined to exist in or about the Premises, Subtenant shall ensure that all Alterations and any asbestos related work, as defined in California Health & Safety Code Section 25914.1(b), is performed in compliance with all laws relating to asbestos, including but not limited to California Occupational Safety and Health (OSHA) regulations found in Title 8 of the California Code of Regulations, Sections 1502 and 1529. Additionally, Subtenant shall distribute notifications to all employees and contractors as required pursuant to California Health & Safety Code Section 25915 et seq. informing them of the existence of ACM and that moving, drilling, boring, or otherwise disturbing ACM may present a health risk and should not be attempted by an unqualified employee. No Alterations affecting ACM-containing areas or any asbestos related work shall be performed without Sublandlord's prior written consent in each instance.
- (b) Subtenant's Improvements or Alterations that Disturb or Remove Lead Based Paint. Subtenant shall comply with all requirements of the San Francisco Building Code, Section 3407, and all other applicable present or future federal, state, local and administrative laws, rules, regulations, orders and other governmental requirements, the requirements of any board of fire underwriters or other similar body, any directive or occupancy certificate issued pursuant to any law by any public officer or officers acting in their regulatory capacity (collectively, "Laws"), including, without limitation, the California and United States Occupational Health and Safety Acts and their implementing regulations, when the work of improvement or alteration disturbs or removes exterior lead-based or "presumed" lead-based paint (as defined below). Subtenant shall give to Sublandlord three (3) business days prior written notice of any disturbance or removal of exterior lead-based or presumed lead-based paint. Further, Subtenant, when disturbing or removing exterior lead-based or presumed lead-based paint, shall not use or cause to be used any of the following methods: (a) acetylene or propane burning and torching; (b) scraping, sanding or grinding without containment barriers or a High Efficiency Particulate Air filter ("HEPA") local vacuum exhaust tool; (c) hydroblasting or high pressure wash without containment barriers; (d) abrasive blasting or sandblasting without

containment barriers or a HEPA vacuum exhaust tool; and (e) heat guns operating above 1,100 degrees Fahrenheit. Paint on the exterior of buildings built before December 31, 1978, is presumed to be lead-based paint unless lead-based paint testing, as defined in Section 3407 of the San Francisco Building Code, demonstrates an absence of lead-based paint on the exterior surfaces of such buildings. Under this Section, lead based paint is "disturbed or removed" if the work of improvement or alteration involves any action that creates friction, pressure, heat or a chemical reaction upon any lead-based or presumed lead-based paint on an exterior surface so as to abrade, loosen, penetrate, cut through or eliminate paint from that surface. Notice to Sublandlord under this sublease shall not constitute notice to the City's Department of Building Inspection required under Section 3407 of the San Francisco Building Code.

- 8.2. <u>Historic Properties</u>. Without limiting the generality of the foregoing, Subtenant acknowledges and agrees that, pursuant to Section 15 of the Master Lease, no Alterations may be made to any improvements on the Premises (i) which will affect the historic characteristics of the improvements or modify the appearance of the exterior of the improvements without Master Landlord's and Sublandlord's prior written consent, or (ii) if such Alterations would preclude qualifying the improvements for inclusion on the National Register for Historic Places.
- **8.3.** Ownership of Alterations. Any Alterations constructed on or affixed to the Premises by or on behalf of Subtenant pursuant to the terms and limitations of this Section 8 shall be and remain Subtenant's property during the Term. Upon the termination of this Sublease, Subtenant shall remove all such Alterations from the Premises in accordance with the provisions of Section 19 hereof, unless Sublandlord, at its sole option and without limiting any of the provisions of Section 8.1 above, requires that such Alterations remain on the Premises following the expiration or termination of this Sublease.
- 8.4. <u>Subtenant's Personal Property</u>. All furniture, furnishings and articles of movable personal property and equipment used upon or installed in the Premises by or for the account of Subtenant that can be removed without structural or other material damage to the Premises (all of which are herein called "Subtenant's Personal Property") shall be and remain the property of Subtenant and shall be removed by Subtenant, subject to the provisions of <u>Section 19</u> hereof. Subtenant shall be solely responsible for providing any security or other protection of or maintenance to Subtenant's Personal Property.
- 8.5. <u>Sublandlord's Alterations</u>. Sublandlord reserves the right at any time to make alterations, additions, repairs, deletions or improvements to the common areas or any other part of the improvements on the Premises; provided, that any such alterations or additions shall not materially adversely affect the functional utilization of the Premises for the purposes stated herein.

9. REPAIRS AND MAINTENANCE

- 9.1. Subtenant Responsible for Maintenance and Repair. Subtenant assumes full and sole responsibility for the condition, operation, repair and maintenance and management of the Premises from and after the Commencement Date and shall keep the Premises in good condition and repair. Sublandlord shall not be responsible for the performance of any repairs, changes or alterations to the Premises, nor shall Sublandlord be liable for any portion of the cost thereof. Subtenant shall make all repairs and replacements, interior and exterior, structural as well as non-structural, ordinary as well as extraordinary, foreseen and unforeseen, which may be necessary to maintain the Premises at all times in a clean, safe, attractive and sanitary condition and in good order and repair, to Sublandlord's and Master Landlord's reasonable satisfaction, provided, however, that neither Subtenant nor Sublandlord shall be required to make structural repairs or Alterations to correct conditions affecting the Premises existing prior to the Commencement Date. If any portion of the Premises is damaged by any activities conducted by Subtenant or Subtenant's Agents or Subtenant's Invitees hereunder, Subtenant shall immediately, at its sole cost, repair all such damage and restore the Premises to its previous condition.
- 9.2. <u>Utilities</u>. Sublandlord shall provide the basic utilities and services described in the attached <u>Exhibit E</u> (the "Standard Utilities and Services") to the Premises, subject to the terms and conditions contained therein. Subtenant shall be responsible for furnishing, at its sole cost, any utilities or services other than or in excess of the Standard Utilities and Services that Subtenant may need for its use of the Premises. Subtenant shall pay, without set off or counterclaim, all amounts due and owing for such Standard Utilities and Services at the rates provided in and as otherwise set forth in <u>Exhibit E</u>.
- 9.3. <u>Landscaping</u>. Subtenant shall maintain the exterior landscaping of the Premises in good condition and repair.
- 9.4. Janitorial Services. Subtenant shall provide all janitorial services for the Premises.
- 9.5. <u>Pest Control.</u> Subtenant shall provide and pay for all pest control services required within the Premises, and shall keep the Premises free of all pests at all times.
- 9.6. <u>Trash</u>. Subtenant shall deposit all trash into designated containers in the Premises in compliance with the Rules and Regulations attached hereto as <u>Exhibit D</u>. Subtenant shall pay for the removal of trash from the designated containers. Subtenant shall abide by all rules established by Sublandlord or Master Landlord for the handling of trash.
- 9.7. No Right to Repair and Deduct. Subtenant expressly waives the benefit of any existing or future Laws or judicial or administrative decision that would otherwise permit Subtenant to make repairs or replacements at Sublandlord's expense, or to terminate this Sublease because of Sublandlord's failure to keep the Premises or any part thereof in good order, condition or repair, or to abate or reduce any of Subtenant's obligations hereunder on account of the Premises or any

part thereof being in need of repair or replacement. Without limiting the foregoing, Subtenant expressly waives the provisions of California Civil Code Sections 1932, 1941 and 1942 or any similar Laws with respect to any right of Subtenant to terminate this Sublease and with respect to any obligations of Sublandlord hereunder or any right of Subtenant to make repairs or replacements and deduct the cost thereof from Rent.

10. LIENS

10.1. Liens. Subtenant shall keep the Premises free from any liens arising out of any work performed, material furnished or obligations incurred by or for Subtenant. In the event Subtenant does not, within five (5) days following the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Sublandlord shall have in addition to all other remedies provided herein and by law or equity the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including, but not limited to, payment of the claim giving rise to such lien. All such sums paid by Sublandlord and all expenses it incurs in connection therewith (including, without limitation, reasonable attorneys' fees) shall be payable to Sublandlord by Subtenant upon demand. Sublandlord shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that Sublandlord deems proper for its protection and protection of the Premises from mechanics' and materialmen's liens. Subtenant shall give Sublandlord at least fifteen (15) days' prior written notice of the commencement of any repair or construction on any of the Premises.

11. COMPLIANCE WITH LAWS

11.1. Compliance with Laws, Subtenant shall promptly, at its sole expense, maintain the Premises and Subtenant's use and operations thereon in strict compliance at all times with all present and future Laws, whether foreseen or unforeseen, ordinary as well as extraordinary; provided, however Subtenant shall not be required to make repairs or structural changes to the Premises required solely to correct conditions affecting the Premises existing prior to the Commencement Date or not related to Subtenant's use of the Premises, unless the requirement for such changes is imposed as a result of any Alterations made or requested to be made by Subtenant. Such Laws shall include, without limitation, all Laws relating to health and safety and disabled accessibility including, without limitation, the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq. and Title 24 of the California Code of Regulations, all present and future Environmental Laws (as defined in this Sublease below), and all applicable provisions of the San Francisco Environment Code. No occurrence or situation arising during the Term, nor any present or future Law, whether foreseen or unforeseen, and however extraordinary, shall give Subtenant any right to seek redress against Sublandlord for failing to comply with any Laws. Subtenant waives any rights now or hereafter conferred upon it by any existing or future Law to compel Sublandlord to make any repairs to comply with any such Laws, on account of any such occurrence or situation.

11.2. Regulatory Approvals; Responsible Party.

Subtenant understands and agrees that Subtenant's use of the Premises and construction of any Alterations permitted hereunder may require authorizations, approvals or permits from governmental regulatory agencies with jurisdiction over the Premises. Subtenant shall be solely responsible for obtaining any and all such regulatory approvals, including without limitation, any liquor permits or approvals. Subtenant shall not seek any regulatory approval without first obtaining the written consent of Sublandlord. Subtenant shall bear all costs associated with applying for, obtaining and maintaining any necessary or appropriate regulatory approval and shall be solely responsible for satisfying any and all conditions imposed by regulatory agencies as part of a regulatory approval. Any fines or penalties levied as a result of Subtenant's failure to comply with the terms and conditions of any regulatory approval shall be immediately paid and discharged by Subtenant, and Sublandlord shall have no liability, monetary or otherwise, for any such fines or penalties. Subtenant shall indemnify, protect, defend and hold harmless forever ("Indemnify") Sublandlord, City and Master Landlord, including, but not limited to, all of their respective officers, directors, employees, agents, affiliates, subsidiaries, licensees, contractors, boards, commissions, departments, agencies and other subdivisions and each of the persons acting by, through or under each of them, and their respective heirs, legal representatives, successors and assigns, and each of them (the "Indemnified Parties"), against any and all claims, demands, losses, liabilities, damages, liens, injuries, penalties, fines, lawsuits and other proceedings, judgments and awards and costs and expenses, including, without limitation, reasonable attorneys' and consultants' fees and costs ("Losses") arising in connection with Subtenant's failure to obtain or comply with the terms and conditions of any regulatory approval.

11.3. Compliance with Sublandlord's Risk Management Requirements. Subtenant shall not do anything, or permit anything to be done, in or about the Premises or to any Alterations permitted hereunder that would create any unusual fire risk, and shall take commercially reasonable steps to protect Sublandlord from any potential premises liability. Subtenant shall faithfully observe, at its expense, any and all reasonable requirements of Sublandlord's Risk Manager with respect thereto and with the requirements of any policies of commercial general liability, all risk property or other policies of insurance at any time in force with respect to the Premises and any Alterations as required hereunder.

12. ENCUMBRANCES

Notwithstanding anything to the contrary contained in this Sublease, Subtenant shall not under any circumstances whatsoever create any mortgage, deed of trust, assignment of rents, fixture filling, security agreement, or similar security instrument, or other lien or encumbrance or assignment or pledge of an asset as security in any manner against the Premises or Sublandlord's or Subtenant's interest under this Sublease.

13. DAMAGE OR DESTRUCTION

- 13.1. <u>Damage or Destruction to the Premises</u>. In the case of damage to or destruction of the Premises by earthquake, fire, flood or any other casualty, which (i) is not caused by Subtenant or Subtenant's Superison of Subtenant's Invitees, (ii) is not covered by the insurance described in Section 17 below, (iii) prevents Subtenant from operating the Premises for the purposes stated herein, and (iv) costs more to repair than the Repair amount set forth in the Basic Lease Information, either party may terminate this Sublease upon thirty (30) days prior written notice and upon any such termination Subtenant shall surrender the Premises in accordance with Section 19 (except for damage caused by a casualty pursuant to which this Sublease may be terminated under this Section 13.1) and both Parties shall be relieved of any liability for such termination or for repairing such damage. If neither Party terminates this Sublease as provided in this Section 13.1, then Subtenant shall, at its sole cost, promptly restore, repair, replace or rebuild the Premises to the condition the Premises were in prior to such damage or destruction, subject to any Alterations made in strict accordance with the requirements of Section 8.1 above. Under no circumstances shall Sublandlord have any obligation to repair, replace or rebuild the Premises in the event of a casualty.
- 13.2. No Abatement in Rent. In the event of any damage or destruction to the Premises, and if neither party terminates this Sublease as provided in <u>Section 13.1</u> above, there shall be no abatement in the Rent payable hereunder.
- 13.3. Waiver. The Parties understand and agree that the foregoing provisions of this Section are intended to govern fully the rights and obligations of the Parties in the event of damage or destruction to the Premises or Alterations, and Sublandlord and Subtenant each hereby waives and releases any right to terminate this Sublease in whole or in part under Sections 1932.2 and 1933.4 of the Civil Code of California or under any similar Laws now or hereafter in effect, to the extent such rights are inconsistent with the provisions hereof.

14. ASSIGNMENT AND SUBLETTING

14.1. Restriction on Assignment and Subletting. Subtenant shall not directly or indirectly (including, without limitation, by merger, acquisition or other transfer of any controlling interest in Subtenant), voluntarily or by operation of Law, sell, assign, encumber, pledge, sublease or otherwise transfer any part of its interest in or rights with respect to the Premises, any Alterations or its interest in this Sublease, or permit any portion of the Premises to be occupied by anyone other than itself, or sublet any portion of the Premises (a "Transfer"), without Sublandlord's prior written consent in each instance, which Sublandlord may grant or withhold in its sole and absolute discretion. Subtenant shall provide Sublandlord with a written notice of its intention to Transfer this Sublease or the Premises, together with a copy of the proposed Transfer agreement at least thirty (30) days prior to the commencement date of the proposed Transfer. Subtenant shall provide Sublandlord with such information regarding the proposed Transfer as Sublandlord may reasonably request.

14.2. <u>Bonus Rental</u>. If Sublandlord consents to a Transfer of any of Subtenant's interest in or rights with respect to the Premises pursuant to <u>Section 14.1</u> above, then one hundred percent (100%) of any rent or other consideration payable to Subtenant in excess of the Base Rent payable hereunder (or the proportionate share thereof applicable to the portion of the Premises that is subject to the Transfer) shall be paid to Sublandlord immediately upon receipt by Subtenant.

15. DEFAULT: REMEDIES

- 15.1. Events of Default. Any of the following shall constitute an event of default ("Event of Default") by Subtenant hereunder:
- (a) <u>Failure to Pay Rent</u>. Any failure to pay any Rent or any other sums due hereunder, including sums due for utilities, within five (5) days after such sums are due;
- (b) Covenants, Conditions and Representations. Any failure to perform or comply with any other covenant, condition or representation made under this Sublease; provided, Subtenant shall have a period of ten (10) days from the date of written notice from Sublandlord of such failure within which to cure such default under this Sublease, or, if such default is not capable of cure within such 10-day period, Subtenant shall have a reasonable period to complete such cure if Subtenant promptly undertakes action to cure such default within such 10-day period and thereafter diligently prosecutes the same to completion and uses its best efforts to complete such cure within sixty (60) days after the receipt of notice of default from Sublandlord;
- (e) <u>Vacation or Abandonment</u>. Any abandonment of the Premises for more than fourteen (14) consecutive days;
- (d) <u>Bankruptcy</u>. The appointment of a receiver to take possession of all or substantially all of the assets of Subtenant, or an assignment by Subtenant for the benefit of creditors, or any action taken or suffered by Subtenant under any insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute, whether now existing or hereafter amended or enacted; and
- (e) <u>Notices of Default</u>. The delivery to Subtenant of three (3) or more notices of default within any twelve (12) month period, irrespective of whether Subtenant actually cures such default within the specified time period, may, in the sole and absolute discretion of the Authority, be deemed an incurable breach of this Sublease allowing the Authority to immediately terminate this Sublease without further notice or demand to Subtenant.
- 15.2. <u>Remedies</u>. Upon the occurrence of an Event of Default by Subtenant, Sublandlord shall have the following rights and remedies in addition to all other rights and remedies available to Sublandlord at Law or in equity:

- (a) Terminate Sublease and Recover Damages. The rights and remedies provided by California Civil Code Section 1951.2 (damages on termination for breach), including, but not limited to, the right to terminate Subtenant's right to possession of the Premises and to recover the worth at the time of award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of rental loss for the same period that Subtenant proves could be reasonably avoided, as computed pursuant to subsection (b) of such Section 1951.2. Sublandlord's efforts to mitigate the damages caused by Subtenant's breach of this Sublease shall not waive Sublandlord's rights to recover unmitigated damages upon termination.
- (b) <u>Appointment of Receiver</u>. The right to have a receiver appointed for Subtenant upon application by Sublandlord to take possession of the Premises and to apply any rental collected from the Premises and to exercise all other rights and remedies granted to Sublandlord pursuant to this Sublease.
- 15.3. Sublandlord's Right to Cure Subtenant's Defaults. If Subtenant defaults in the performance of any of its obligations under this Sublease, then Sublandlord may at any time thereafter with three (3) days prior written notice (except in the event of an emergency as determined by Sublandlord where prior notice by Sublandlord is impractical), remedy such Event of Default for Subtenant's account and at Subtenant's expense. Subtenant shall pay to Sublandlord, as Additional Charges, promptly upon demand, all sums expended by Sublandlord, or other costs, damages, expenses or liabilities incurred by Sublandlord, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such Event of Default. Subtenant's obligations under this Section shall survive the termination of this Sublease. Nothing herein shall imply any duty of Sublandlord to do any act that Subtenant is obligated to perform under any provision of this Sublease, and Sublandlord's cure or attempted cure of Subtenant's Event of Default shall not constitute a waiver of Subtenant's Event of Default or any rights or remedies of Sublandlord on account of such Event of Default.

16. RELEASE AND WAIVER OF CLAIMS; INDEMNIFICATION

- 16.1. Release and Waiver of Claims. Subtenant, on behalf of itself and Subtenant's Agents, covenants and agrees that the Indemnified Parties shall not be responsible for or liable to Subtenant for, and, to the fullest extent allowed by any Laws, Subtenant hereby waives all rights against the Indemnified Parties and releases them from, any and all Losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the Premises, from any cause whatsoever, including without limitation, partial or complete collapse of the Premises due to an earthquake or subsidence, except only to the extent such Losses are caused sofely by the gross negligence or willful misconduct of the Indemnified Parties. Without limiting the generality of the foregoing:
- (a) Subtenant expressly acknowledges and agrees that the Rent payable hereunder does not

take into account any potential liability of the Indemnified Parties for any consequential or incidental damages including, but not limited to, lost profits arising out of disruption to Subtenant's uses hereunder. Sublandlord would not be willing to enter into this Sublease in the absence of a complete waiver of liability for consequential or incidental damages due to the acts or omissions of the Indemnified Parties, and Subtenant expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages and covenants not to sue the Indemnified Parties for such damages arising out of this Sublease or the uses authorized hereunder, including, without limitation, any interference with uses conducted by Subtenant pursuant to this Sublease regardless of the cause.

- (b) Without limiting any indemnification obligations of Subtenant or other waivers contained in this Sublease and as a material part of the consideration for this Sublease, Subtenant fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue the Indemnified Parties under any present or future Laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that Sublandlord terminates this Sublease because of such claim for inverse condemnation or eminent domain.
- (c) As part of Subtenant's agreement to accept the Premises in its "As Is" condition as provided herein, and without limiting such agreement and any other waiver contained herein, Subtenant on behalf of itself and its successors and assigns, waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the Premises and any related improvements or any Laws or regulations applicable thereto or the suitability of the Premises for Subtenant's intended use.
- (d) Subtenant acknowledges that it will not be a displaced person at the time this Sublease is terminated, and Subtenant fully RELEASES, WAIVES AND DISCHARGES the Indemnified Parties from any and all Losses and any and all claims, demands or rights against any of the Indemnified Parties under any present and future Laws, including, without limitation, any and all claims for relocation benefits or assistance from the Indemnified Parties under federal and state relocation assistance laws.
- (e) Without limiting any other waiver contained herein, Subtenant, on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever RELEASES, WAIVES AND DISCHARGES, the Indemnified Parties from any and all Losses, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way connected with the Indemnified Parties' decision to Sublease the Premises to Subtenant,

regardless of whether or not such decision is or may be determined to be an act of gross negligence or willful misconduct of the Indemnified Parties.

- (f) Subtenant covenants and agrees never to file, commence, prosecute or cause to be filed, commenced or prosecuted against the Indemnified Parties any claim, action or proceeding based upon any claims, demands, causes of action, obligations, damages, losses, costs, expenses or liabilities of any nature whatsoever encompassed by the waivers and releases set forth in this Section 16.1.
- (g) In executing these waivers and releases, Subtenant has not relied upon any representation or statement other than as expressly set forth herein.
- (h) Subtenant had made such investigation of the facts pertaining to these waivers and releases as it deems necessary and assumes the risk of mistake with respect to such facts. These waivers and releases are intended to be final and binding on Subtenant regardless of any claims of mistake.
- In connection with the foregoing releases, Subtenant acknowledges that it is familiar
 with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Subtenant acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Subtenant realizes and acknowledges that it has agreed upon this Sublease in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The waivers and releases contained herein shall survive any termination of this Sublease.

16.2. Subtenant's Indemnity. Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties from and against any and all Losses arising out of Subtenant's use of the Premises, including but not limited to, any Losses arising directly or indirectly, in whole or in part, out of: (a) any damage to or destruction of any property owned by or in the custody of Subtenant's Agents or Subtenant's Invitees; (b) any accident, injury to or death of a person, including, without limitation, Subtenant's Agents and Subtenant's Invitees, howsoever or by whomsoever caused, occurring in, on or about the Premises; (c) any default by Subtenant in the observation or performance of any of the terms, covenants or conditions of this Sublease to be observed or performed on Subtenant's part; (d) the use, occupancy, conduct or management, or manner of use, occupancy, conduct or management by Subtenant, Subtenant's Agents or Subtenant's Invitees or any person or entity claiming through or under any of them, of

the Premises or any Alterations; (e) any construction or other work undertaken by Subtenant on or about the Premises; and (f) any acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees, in, on, or about the Premises or any Alterations, except to the extent that such Indemnity is void or otherwise unenforceable under any applicable Laws in effect on or validly retroactive to the date of this Sublease and further except only to the extent such Losses are caused solely by the gross negligence or intentional wrongful acts and omissions of the Indemnified Parties. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and Sublandlord's costs of investigating any Loss. Subtenant specifically acknowledges and agrees that it has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter. Subtenant's obligations under this Section shall survive the expiration or sooner termination of this Sublease.

17. INSURANCE

- 17.1. <u>Required Insurance Coverage</u>. Subtenant, at its sole cost and expense, shall maintain, or cause to be maintained, through the Term of this Sublease, the following insurance:
- (a) General Liability Insurance. Comprehensive or commercial general liability insurance, with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, independent contractors, broad form property damage, personal injury, products and completed operations, fire damage and legal liability with limits not less than One Million Dollars (\$1,000,000), explosion, collapse and underground (XCU).
- (b) <u>Automobile Liability Insurance</u>. Comprehensive or business automobile liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for bodily injury and property damage, including coverages for owned and hired vehicles and for employer's non-ownership liability, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Subtenant's activity on the Premises or the Permitted Use.
- (c) <u>Worker's Compensation and Employer's Liability Insurance</u>. If Subtenant has employees, Worker's Compensation Insurance in statutory amounts with Employer's Liability with limits not less than One Million Dollars (\$1,000,000.00) for each accident, injury or illness, on employees eligible for each.
- (d) <u>Personal Property Insurance</u>. Subtenant, at its sole cost and expense, shall procure and maintain on all of its personal property and Alterations, in, on, or about the Premises, property insurance on an all risk form, excluding earthquake and flood, to the extent of full replacement value. The proceeds from any such policy shall be used by Subtenant for the replacement of

Subtenant's personal property.

- (e) Other Coverage. Such other insurance or different coverage amounts as is required by law or as is generally required by commercial owners of property similar in size, character, age and location as the Premises, as may change from time to time, or as may be required by the City's Risk Manager.
- 17.2. <u>Claims-Made Policies</u>. If any of the insurance required in Section 17.1 above is provided under a claims-made form of policy, Subtenant shall maintain such coverage continuously throughout the Term and without lapse for a period of three (3) years beyond the termination of this Sublease, to the effect that should occurrences during the Term give rise to claims made after termination of this Sublease, such claims shall be covered by such claims-made policies.
- 17.3. <u>Annual Aggregate Limits</u>. If any of the insurance required in Section 17.1 above is provided under a form of coverage which includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be double the occurrence limits specified herein.
- 17.4. Payment of Premiums. Subtenant shall pay the premiums for maintaining all required insurance.
- 17.5. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained herein, Sublandlord and Subtenant (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Facility or the Premises or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this Sublease or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Facility or the Premises; provided, the failure to obtain any such endorsement shall not affect the above waiver.

17.6. General Insurance Matters.

(a) All liability insurance policies required to be maintained by Subtenant hereunder shall contain a cross-liability clause, shall name as additional insureds the "THE TREASURE ISLAND DEVELOPMENT AUTHORITY, CITY AND COUNTY OF SAN FRANCISCO, THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE DEPARTMENT OF THE NAVY, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS," shall be primary to any other insurance available to the additional insureds with respect to claims arising under this Sublease, and shall provide that such insurance applies separately to each insured against whom complaint is made or suit is brought except with respect to the limits of the

company's liability.

- (b) All insurance policies required to be maintained by Subtenant hereunder shall be issued by an insurance company or companies reasonably acceptable to Sublandlord with an AM Best rating of not less than A-VIII and authorized to do business in the State of California.
- (e) All insurance policies required to be maintained by Subtenant hereunder shall provide for thirty (30) days' prior written notice of cancellation for any reason, intended non-renewal, or reduction in coverage to Subtenant and Sublandlord. Such notice shall be given in accordance with the notice provisions of Section 21.1 below.
- (d) Subtenant shall deliver to Sublandlord certificates of insurance and additional insured policy endorsements in a form satisfactory to Sublandlord evidencing the coverages required herein, together with evidence of payment of premiums, on or before the Commencement Date, and upon renewal of each policy not less than thirty (30) days before expiration of the term of the policy. Subtenant shall, upon Sublandlord's request, promptly furnish Sublandlord with a complete copy of any insurance policy required hereunder.
- (e) Not more often than every year and upon not less than sixty (60) days' prior written notice, Sublandlord may require Subtenant to increase the insurance limits set forth in Section 17.1 above if Sublandlord finds in its reasonable judgment that it is the general commercial practice in San Francisco to carry insurance in amounts substantially greater than those amounts carried by Subtenant with respect to risks comparable to those associated with the use of the Premises.
- (f) Subtenant's compliance with the provisions of this Section shall in no way relieve or decrease Subtenant's indemnification obligations herein or any of Subtenant's other obligations or liabilities under this Sublease.
- (g) Notwithstanding anything to the contrary in this Sublease, Sublandlord may elect in Sublandlord's sole and absolute discretion to terminate this Sublease upon the lapse of any required insurance coverage by written notice to Subtenant.

18. ACCESS BY SUBLANDLORD

18.1. Access to Premises by Sublandlord.

- (a) General Access. Sublandlord reserves for itself and Sublandlord's Agents, the right to enter the Premises and any portion thereof at all reasonable times upon not less than twenty-four (24) hours oral or written notice to Subtenant (except in the event of an emergency) for any purpose.
- (b) <u>Emergency Access</u>. In the event of any emergency, as determined by Sublandlord,

Sublandlord may, at its sole option and without notice, enter the Premises and alter or remove any Alterations or Subtenant's Personal Property on or about the Premises. Sublandlord shall have the right to use any and all means Sublandlord considers appropriate to gain access to any portion of the Premises in an emergency. In such case, Sublandlord shall not be responsible for any damage or injury to any such property, nor for the replacement of any such property and any such emergency entry shall not be deemed to be a forcible or unlawful entry onto or a detainer of, the Premises, or an eviction, actual or constructive, of Subtenant from the Premises or any portion thereof.

- (c) No Liability. Sublandlord shall not be liable in any manner, and Subtenant hereby waives any claims, for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Sublandlord's entry onto the Premises, except damage resulting directly and exclusively from the gross negligence or willful misconduct of Sublandlord or Sublandlord's Agents and not contributed to by the acts, omissions or negligence of Subtenant, Subtenant's Agents or Subtenant's Invitees.
- 18.2. Access to Premises by Master Landlord. Subtenant acknowledges and agrees that Master Landlord shall have all of the rights of access to the Premises described in the Master Lease.

19. SURRENDER

- 19.1. Surrender of the Premises. Upon the termination of this Sublease, Subtenant shall surrender to Sublandlord the Premises in the same condition as of the Commencement Date. ordinary wear and tear excepted, and free and clear of all liens, easements and other encumbrances created or suffered by, through or under Subtenant. On or before any termination hereof, Subtenant shall, at its sole cost, remove any and all of Subtenant's Personal Property from the Premises and demolish and remove any and all Alterations from the Premises (except for any Alterations that Sublandlord agrees are to remain part of the Premises pursuant to the provisions of Section 8.3 above). In addition, Subtenant shall, at its sole expense, repair any damage to the Premises resulting from the removal of any such items and restore the Premises to their condition immediately prior to the presence of any Alterations. In connection therewith, Subtenant shall obtain any and all necessary permits and approvals, including, without limitation, any environmental permits, and execute any manifests or other documents necessary to complete the demolition, removal or restoration work required hereunder. Subtenant's obligations under this Section shall survive the termination of this Sublease. Any items of Subtenant's Personal Property remaining on or about the Premises after the termination of this Sublease may, at Sublandlord's option and after thirty (30) days written notice to Subtenant, be deemed abandoned and in such case Sublandlord may dispose of such property in accordance with Section 1980, et seq., of the California Civil Code or in any other manner allowed by Law.
- 19.2. No Holding Over. If Subtenant fails to surrender the Premises to Sublandlord upon the termination of this Sublease as required by this Section, Subtenant shall Indemnify Sublandlord

against all Losses resulting therefrom, including, without limitation, Losses made by a succeeding Subtenant resulting from Subtenant's failure to surrender the Premises. Subtenant shall have no right to hold over without the prior written consent of Sublandlord, which consent may be withheld in Sublandlord's sole and absolute discretion. If Sublandlord holds over the Premises or any part thereof after expiration or earlier termination of this Sublease, such holding over shall be terminable upon written notice by Sublandlord, and the Base Rent shall be increased to two hundred percent (200%) of the Base Rent in effect immediately prior to such holding over, and such holdover shall otherwise be on all the other terms and conditions of this Sublease. This Section shall not be construed as Sublandlord's permission for Subtenant to hold over. Acceptance of any holdover Base Rent by Sublandlord following expiration or termination of this Sublease shall not constitute an extension or renewal of this Sublease.

19.3. Security Deposit. Subtenant shall pay to Sublandlord upon execution of this Sublease a security deposit in the amount set forth in the Basic Sublease Information as security for the faithful performance of all terms, covenants and conditions of this Sublease. Subtenant agrees that Sublandlord may (but shall not be required to) apply the security deposit in whole or in part to remedy any damage to the Premises caused by Subtenant, Subtenant's Agents or Subtenant's Invitees, or any failure of Subtenant to perform any other terms, covenants or conditions contained in this Sublease, without waiving any of Sublandlord's other rights and remedies hereunder or at Law or in equity. Should Sublandlord use any portion of the security deposit to cure any Event of Default by Subtenant hereunder. Subtenant shall immediately replenish the security deposit to the original amount, and Subtenant's failure to do so within five (5) days of Sublandlord's notice shall constitute a material Event of Default under this Sublease. Sublandlord's obligations with respect to the security deposit are solely that of debtor and not trustee. Sublandlord shall not be required to keep the security deposit separate from its general funds, and Subtenant shall not be entitled to any interest on such deposit. The amount of the security deposit shall not be deemed to limit Subtenant's liability for the performance of any of its obligations under this Sublease. To the extent that Sublandlord is not entitled to retain or apply the security deposit pursuant to this Section 20.3, Sublandlord shall return such security deposit to Subtenant within forty-five (45) days of the termination of this Sublease.

20. HAZARDOUS MATERIALS

20.1. No Hazardous Materials. Subtenant covenants and agrees that neither Subtenant nor any of Subtenant's Agents or Subtenant's Invitees shall cause or permit any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to human health or safety or to the environment, including, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA", also commonly known as the "Superfund" law), as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25281 of the California Health & Safety Code; any "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos

containing materials whether or not such materials are part of the structure of any existing improvements on the Premises, or are naturally occurring substances on, in or about the Premises; and petroleum, including crude oil or any fraction thereof, and natural gas or natural gas liquids ("Hazardous Material") to be brought upon, kept, used, stored, generated or disposed of in, on or about the Premises or transported to or from the Premises without the prior written approval of Sublandlord, which approval may be withheld in Sublandlord's sole and absolute discretion. Subtenant shall immediately notify Sublandlord if and when Subtenant learns or has reason to believe there has been any release of Hazardous Material in, on or about the Premises. Sublandlord may from time to time request Subtenant to provide adequate information for Sublandlord to determine that any Hazardous Material permitted hereunder is being handled in compliance with all applicable federal, state or local Laws or policies relating to Hazardous Material (including, without limitation, its use, handling, transportation, production, disposal, discharge or storage) or to human health and safety, industrial hygiene or environmental conditions in, on, under or about the Premises and any other property, including, without limitation, soil, air and groundwater conditions ("Environmental Laws"), and Subtenant shall promptly provide all such information. Sublandlord and Sublandlord's Agents shall have the right to inspect the Premises for Hazardous Material and compliance with the provisions hereof at all reasonable times upon reasonable advance oral or written notice to Subtenant (except in the event of an emergency). Subtenant agrees that it shall comply, without limiting the foregoing, with the provisions of Article 21 of the San Francisco Health Code including, without limitation, regarding obtaining and complying with the requirements of an approved hazardous materials management plan, and with the requirements of the environmental protection provisions provided for in Section 13 of the Master Lease.

20.2. Subtenant's Environmental Indemnity. If Subtenant breaches any of its obligations contained in Section 20.1 above, or, if any act or omission or negligence of Subtenant or any of Subtenant's Agents or Subtenant's Invitees results in any spilling, leaking, pumping, pouring, emitting, discharging, injecting, escaping, leeching or dumping ("Release") of Hazardous Material in, on, under or about the Premises or the Property, without limiting Subtenant's general Indemnity contained in Section 16.2 above, Subtenant, on behalf of itself and Subtenant's Agents, shall Indemnify the Indemnified Parties, and each of them, from and against any and all enforcement, investigation, remediation or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to any Environmental Laws together with any and all Losses made or threatened by any third party against Sublandlord, Sublandlord's Agents, or the Premises, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence, Release or discharge of any Hazardous Materials, including, without limitation, Losses based in common law, investigation and remediation costs, fines, natural resource damages, damages for decrease in value of the Premises, the loss or restriction of the use or any amenity of the Premises and attorneys' fees and consultants' fees and experts' fees and costs ("Hazardous Materials Claims") arising during or after the Term of this Sublease and relating to such Release. The foregoing Indemnity includes, without limitation, all costs associated with the investigation and remediation of Hazardous Material and with the restoration of the Premises or the Property to its prior condition including, without limitation, fines and

penalties imposed by regulatory agencies, natural resource damages and losses, and revegetation of the Premises or other Sublandlord property. Without limiting the foregoing, if Subtenant or any of Subtenant's Agents or Subtenant's Invitees, causes or permits the Release of any Hazardous Materials in, on, under or about the Premises or the Property, Subtenant shall, immediately, at no expense to Sublandlord, take any and all appropriate actions to return the Premises or other Sublandlord property affected thereby to the condition existing prior to such Release and otherwise investigate and remediate the Release in accordance with all Environmental Laws. Subtenant shall provide Sublandlord with written notice of and afford Sublandlord a full opportunity to participate in any discussions with governmental regulatory agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, permit, approvals, or other compromise or proceeding involving Hazardous Material.

20.3. Acknowledgement of Receipt of EBS and FOSL Reports. Subtenant hereby acknowledges for itself and Subtenant's Agents that, prior to the execution of this Sublease, it has received and reviewed the Environmental Baseline Survey ("EBS") and the Finding of Suitability to Lease ("FOSL") described in Section 7 of the Master Lease. California law requires landlords to disclose to tenants the presence or potential presence of certain Hazardous Materials. Accordingly, Subtenant is hereby advised that occupation of the Premises may lead to exposure to Hazardous Materials such as, but not limited to, gasoline, diesel and other vehicle fluids, vehicle exhaust, office maintenance fluids, tobacco smoke, methane and building materials containing chemicals, such as formaldehyde. Further, there are Hazardous Materials located on the Premises as described in the EBS and the FOSL. In addition, California's Proposition 65, Health and Safety Code Section 25249.6 et seq., requires notice that some of these Hazardous Materials are known by the State of California to cause cancer or reproductive harm. By execution of this Sublease, Subtenant acknowledges that the notices and warnings set forth above satisfy the requirements of California Health and Safety Code Sections 25249.6 et seq., 25359.7 and related statutes.

21. GENERAL PROVISIONS

- 21.1. Notices. Except as otherwise expressly provided in this Sublease, any notice given hereunder shall be effective only in writing and given by delivering the notice in person, or by sending it first class mail or certified mail with a return receipt requested or reliable commercial overnight courier, return receipt requested, with postage prepaid, to the appropriate addresses set forth in the Basic Sublease Information. Any Party hereunder may designate a new address for notice purposes hereunder at least ten (10) days prior to the effective date of such change. Any notice hereunder shall be deemed to have been given two (2) days after the date when it is mailed if sent by first class or certified mail, one day after the date it is made, if sent by commercial overnight carrier, or upon the date personal delivery is made, and any refusal by either Party to accept the attempted delivery of any notice, if such attempted delivery is in compliance with this Section 21.1 and applicable Laws, shall be deemed receipt of such notice.
- 21.2. No Implied Waiver. No failure by Sublandlord to insist upon the strict performance of

any obligation of Subtenant under this Sublease or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, no acceptance of full or partial payment of Rent due hereunder during the continuance of any such breach, and no acceptance of the keys to or possession of the Premises prior to the expiration of the Term by any Agent of Sublandlord, shall constitute a waiver of such breach or of Sublandlord's right to demand strict compliance with such term, covenant or condition or operate as a surrender of this Sublease. No express written waiver of any default or the performance of any provision hereof shall affect any other default or performance, or cover any other period of time, other than the default, performance or period of time specified in such express waiver. One or more written waivers of a default or the performance of any provision hereof shall not be deemed to be a waiver of a subsequent default or performance. The consent of Sublandlord given in any instance under the terms of this Sublease shall not relieve Subtenant of any obligation to secure the consent of Sublandlord in any other or future instance under the terms of this Sublease.

- 21.3. <u>Amendments.</u> Neither this Sublease nor any term or provision hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the Parties hereto.
- 21.4. Authority. If Subtenant signs as a corporation, a partnership or a limited liability company, each of the persons executing this Sublease on behalf of Subtenant does hereby covenant and warrant that Subtenant is a duly authorized and existing entity, that Subtenant has and is qualified to do business in California, that Subtenant has full right and authority to enter into this Sublease, and that each and all of the persons signing on behalf of Subtenant are authorized to do so. Upon Sublandlord's request, Subtenant shall provide Sublandlord with evidence reasonably satisfactory to Sublandlord confirming the foregoing representations and warranties. Without limiting the generality of the foregoing, Subtenant represents and warrants that it has full power to make the waivers and releases, indemnities and the disclosures set forth herein, and that it has received independent legal advice from its attorney as to the advisability of entering into a sublease containing those provisions and their legal effect.
- 21.5. <u>Joint and Several Obligations</u>. The word "Subtenant" as used herein shall include the plural as well as the singular. If there is more than one Subtenant, the obligations and liabilities under this Sublease imposed on Subtenant shall be joint and several.
- 21.6. <u>Interpretation of Sublease</u>. The captions preceding the articles and sections of this Sublease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Sublease. This Sublease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the party responsible for drafting any part of this Sublease. Provisions in this Sublease relating to number of days shall be calendar days, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice or to undertake any other action occurs on a Saturday, Sunday or a bank or Sublandlord

holiday, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding business day. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Sublease, whether or not language of non-limitation, such as "without limitation" or similar words, are used. Unless otherwise provided herein, whenever the consent of Sublandlord is required to be obtained by Subtenant hereunder, Sublandlord may give or withhold such consent in its sole and absolute discretion

- 21.7. Successors and Assigns. Subject to the provisions of Section 14, the terms, covenants and conditions contained in this Sublease shall bind and inure to the benefit of Sublandlord and Subtenant and, except as otherwise provided herein, their personal representatives and successors and assigns; provided, however, that upon any transfer by Sublandlord (or by any subsequent Sublandlord) of its interest in the Premises as lessee, including any transfer by operation of Law, Sublandlord (or any subsequent Sublandlord) shall be relieved from all subsequent obligations and liabilities arising under this Sublease subsequent to such transfer.
- 21.8. <u>Brokers</u>. Neither party has had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with the Sublease contemplated herein. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings or communication, the party through whom the broker or finder makes a claim shall be responsible for such commission or fee and shall Indemnify the other party from any and all Losses incurred by the indemnified party in defending against the same. The provisions of this Section shall survive any termination of this Sublease.
- 21.9. <u>Severability</u>. If any provision of this Sublease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Sublease shall be valid and be enforceable to the fullest extent permitted by Law.
- 21.10. Governing Law. This Sublease shall be construed and enforced in accordance with the Laws of the State of California and the federal government.
- 21.11. Entire Agreement. This instrument (including the exhibits hereto, which are made a part of this Sublease) contains the entire agreement between the Parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The Parties further intend that this Sublease shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Sublease and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Sublease. Subtenant hereby acknowledges that neither Sublandlord nor Sublandlord's

Agents have made any representations or warranties with respect to the Premises or this Sublease except as expressly set forth herein, and no rights, easements or licenses are or shall be acquired by Subtenant by implication or otherwise unless expressly set forth herein.

- 21.12. Attorneys' Fees. In the event that either Sublandlord or Subtenant fails to perform any of its obligations under this Sublease or in the event a dispute arises concerning the meaning or interpretation of any provision of this Sublease, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder (whether or not such action is prosecuted to judgment), including, without limitation, court costs and reasonable attorneys' fees. For purposes of this Sublease, reasonable fees of attorneys in the Office of the San Francisco City Attorney (Sublandlord's General Counsel) shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's services were rendered who practice in the City and County of San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney. Further, for purposes of this Sublease, the term "attorneys' fees" shall mean the fees and expenses of counsel to the Parties, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The term "attorneys' fees" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, mediations, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. The term "attorney" shall have the same meaning as the term "counsel".
- **21.13.** <u>Time of Essence</u>. Time is of the essence with respect to all provisions of this Sublease in which a definite time for performance is specified.
- **21.14.** <u>Cumulative Remedies</u>. All rights and remedies of either party hereto set forth in this Sublease shall be cumulative, except as may otherwise be provided herein.
- 21.15. Survival of Indemnities. Termination of this Sublease shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this Sublease, nor shall it affect any provision of this Sublease that expressly states it shall survive termination hereof. Subtenant specifically acknowledges and agrees that, with respect to each of the indemnities contained in this Sublease, Subtenant has an immediate and independent obligation to defend Sublandlord and the other Indemnified Parties from any claim which actually or potentially falls within the indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Subtenant by Sublandlord and continues at all times thereafter.
- 21.16. Relationship of Parties. Sublandlord is not, and none of the provisions in this Sublease shall be deemed to render Sublandlord, a partner in Subtenant's business, or joint venturer or member in any joint enterprise with Subtenant. This Sublease is not intended nor shall it be

construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided. The granting of this Sublease by Sublandlord does not constitute authorization or approval by Sublandlord of any activity conducted by Subtenant on, in or relating to the Premises.

- 21.17. <u>Recording</u>. Subtenant agrees that it shall not record this Sublease nor any memorandum or short form hereof in the official records of any county.
- 21.18. Non-Liability of Indemnified Parties' Officials, Employees and Agents. No elective or appointive board, commission, member, officer or employee of any of the Indemnified Parties shall be personally liable to Subtenant, its successors and assigns, in the event of any default or breach by Sublandlord or for any amount which may become due to Subtenant, its successors and assigns, or for any obligation of Sublandlord under this Sublease.
- 21.19. No Discrimination. Subtenant shall comply with the non-discrimination provisions of Section 19.1 of the Master Lease, including, without limitation, posting all notices required therein.
- 21.20. <u>Counterparts</u>. This Sublease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- 21.21. Master Landlord's Consent. This Sublease is expressly conditioned upon receipt of the written consent of Master Landlord.

22. SPECIAL PROVISIONS

- 22.1. Signs. Subtenant agrees that it will not erect or maintain, or permit to be erected or maintained, any signs, notices or graphics upon or about the Premises which are visible in or from public corridors or other portions of any common areas of the Premises or from the exterior of the Premises, without Sublandlord's prior written consent, which Sublandlord may withhold or grant in its sole discretion.
- 22.2. <u>Public Transit Information</u>. Subtenant shall establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Subtenant employed on the Premises, including, without limitation, the distribution to such employees of written materials explaining the convenience and availability of public transportation facilities adjacent or proximate to the Premises and encouraging use of such facilities, all at Subtenant's sole expense.
- 22.3. <u>TIHDI Job Broker</u>. Subtenant shall comply with the requirements of the TIHDI Work Force Hiring Plan attached hereto as <u>Exhibit F</u>.

22.4. <u>Local Hiring</u>. Subtenant further agrees to use good faith efforts to hire residents of the City and County of San Francisco at all levels of Subtenant's personnel needs and to contract with local businesses for Subtenant's purchase of supplies, materials, equipment or services.

22.5. Non-Discrimination in City Contracts and Benefits Ordinance.

- (a) <u>Covenant Not to Discriminate</u>. In the performance of this Sublease, Subtenant covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability, weight, height or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status) against any employee of, any City employee working with, or applicant for employment with, Subtenant in any of Subtenant's operations within the United States, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Subtenant.
- (b) <u>Sub-Subleases and Other Subcontracts</u>. Subtenant shall include in all sub-subleases and other subcontracts relating to the Premises a non-discrimination clause applicable to such sub-subtenant or other subcontractor in substantially the form of <u>subsection (a)</u> above. In addition, Subtenant shall incorporate by reference in all sub-subleases and other subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all sub-subtenants and other subcontractors to comply with such provisions. Subtenant's failure to comply with the obligations in this subsection shall constitute a material breach of this Sublease.
- (c) <u>Non-Discrimination in Benefits</u>. Subtenant does not as of the date of this Sublease and will not during the Term, in any of its operations or in San Francisco or with respect to its operations under this Sublease elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.
- (d) HRC Form. As a condition to this Sublease, Subtenant shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC"). Subtenant hereby represents that prior to execution of this Sublease, (i) Subtenant executed and submitted to the HRC Form HRC-128-101 with supporting documentation; and (ii) the HRC approved such form.

- (e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the lease of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Subtenant shall comply fully with and be bound by all of the provisions that apply to this Sublease under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Subtenant understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50.00) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Sublease may be assessed against Subtenant and/or deducted from any payments due Subtenant.
- 22.6. MacBride Principles Northern Ireland. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1, et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Subtenant acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.
- 22.7. <u>Tropical Hardwood and Virgin Redwood Ban</u>. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood product. Except as expressly permitted by the application of Section 802(b) and 803(b) of the San Francisco Environment Code, Subtenant shall not provide any items to the construction of tenant improvements or Alterations in the Premises, or otherwise in the performance of this Sublease, which are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. In the event Subtenant fails to comply in good faith with any of the provisions of Chapter 8 of the San Francisco Environment Code, Subtenant shall be liable for liquidated damages for each violation in an amount equal to Subtenant's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater.
- 22.8. Wages and Working Conditions. Subtenant agrees that any person performing labor in the construction of any tenant improvements and any Alterations to the Premises, which Subtenant provides under this Sublease, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the San Francisco Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Subtenant shall include, in any contract for construction of such tenant improvements and Alterations, a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Subtenant shall require any contractor to provide, and shall deliver to Sublandlord upon request, certified payroll reports with respect to all persons

performing labor in the construction of such tenant improvement work or any Alterations to the

- 22.9. <u>Prohibition of Alcoholic Beverage Advertising.</u> Subtenant acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Premises. For purposes of this section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of alcoholic beverages, (ii) encourage people not to drink alcohol or to stop drinking alcohol, or (iii) provide or publicize drug or alcohol treatment or rehabilitation services.
- 22.10. <u>Prohibition of Tobacco Sales and Advertising</u>. Subtenant acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of Sublandlord or the City, including the Premises and the Property. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.
- 22.11. Pesticide Prohibition. Subtenant shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (iii) require Subtenant to submit to Sublandlord an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Subtenant may need to apply to the Premises during the terms of this Sublease, (b) describes the steps Subtenant will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance and (c) identifies, by name, title, address and telephone number, an individual to act as Subtenant's primary IPM contact person with the City. In addition, Subtenant shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.
- 22.12. <u>First Source Hiring Ordinance</u>. The City has adopted a First Source Hiring Ordinance (Board of Supervisors Ordinance No. 264 98) which establishes specific requirements, procedures and monitoring for first source hiring of qualified economically disadvantaged individuals for entry level positions. Within thirty (30) days after Sublandlord adopts a First Source Hiring Implementation and Monitoring Plan in accordance with the First Source Hiring Ordinance, Subtenant shall enter into a First Source Hiring Agreement that meets the applicable

requirements of Section 83.9 of the First Source Hiring Ordinance.

- 22.13. <u>Sunshine Ordinance</u>. In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between City departments and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.
- 22.14. Conflicts of Interest. Through its execution of this Sublease, Subtenant acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provisions, and agrees that if Subtenant becomes aware of any such fact during the Term of this Sublease, Subtenant shall immediately notify Sublandlord.
- 22.15. <u>Charter Provision</u>. This Sublease is governed by and subject to the provisions of the Charter of the City and County of San Francisco.
- 22.16. Requiring Health Benefits for Covered Employees. Unless exempt, Subtenant agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in San Francisco Administrative Code Chapter 12Q, including the remedies provided, and implementing regulations, as the same may be amended from time to time. The provisions of Chapter 12Q are incorporated herein by reference and made a part of this Sublease as though fully set forth. The text of the HCAO is available on the web at http://www.sfgov.org/olse/hcao. Capitalized terms used in this Section and not defined in this Sublease shall have the meanings assigned to such terms in Chapter 12Q.
- (a) For each Covered Employee, Subtenant shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO. If Subtenant chooses to offer the health plan option, such health plan shall meet the minimum standards set forth by the San Francisco Health Commission.
- (b) Notwithstanding the above, if Subtenant is a small business as defined in Section 12Q.3(d) of the HCAO, it shall have no obligation to comply with <u>Subsection (a)</u> above.
- (e) Subtenant's failure to comply with the HCAO shall constitute a material breach of this Sublease. Sublandlord shall notify Subtenant if such a breach has occurred. If, within thirty (30) days after receiving City's written notice of a breach of this Sublease for violating the HCAO, Subtenant fails to cure such breach or, if such breach cannot reasonably be cured within such

period of thirty (30) days, Subtenant fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, Sublandlord shall have the right to pursue the remedies set forth in Section 12Q.5(f)(1-5). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to Sublandlord.

- (d) Any Subcontract entered into by Subtenant shall require the Subcontractor to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in this Section. Subtenant shall notify City's Purchasing Department when it enters into such a Subcontract and shall certify to the Purchasing Department that it has notified the Subcontractor of the obligations under the HCAO and has imposed the requirements of the HCAO on Subcontractor through the Subcontract. Each Subtenant shall be responsible for its Subcontractors' compliance with this Chapter. If a Subcontractor fails to comply, the Sublandlord may pursue the remedies set forth in this Section against Subtenant based on the Subcontractor's failure to comply, provided that Sublandlord has first provided Subtenant with notice and an opportunity to obtain a cure of the violation.
- (e) Subtenant shall not discharge, reduce in compensation, or otherwise discriminate against any employee for notifying Sublandlord with regard to Subtenant's compliance or anticipated compliance with the requirements of the HCAO, for opposing any practice proscribed by the HCAO, for participating in proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.
- (f) Subtenant represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the HCAO.
- (g) Subtenant shall keep itself informed of the current requirements of the HCAO.
- (h) Subtenant shall provide reports to Sublandlord in accordance with any reporting standards promulgated by Sublandlord under the HCAO, including reports on Subcontractors and Subtenants, as applicable.
- (i) Subtenant shall provide Sublandlord with access to records pertaining to compliance with the HCAO after receiving a written request from Sublandlord to do so and being provided at least five (5) business days to respond.
- (j) Sublandlord may conduct random audits of Subtenant to ascertain its compliance with HCAO. Subtenant agrees to cooperate with Sublandlord when it conducts such audits.
- (k) If Subtenant is exempt from the HCAO when this Sublease is executed because its amount is less than Twenty-Five Thousand Dollars (\$25,000) (or [Fifty Thousand Dollars (\$50,000) if Subtenant is a qualified nonprofit), but Subtenant later enters into an agreement or agreements that cause Subtenant's aggregate amount of all agreements with Sublandlord to reach

Seventy-Five Thousand Dollars (\$75,000), all the agreements shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between Subtenant and the Contracting Department to be equal to or greater than Seventy-Five Thousand Dollars (\$75,000) in the fiscal year.

- 22.17. Notification of Limitations on Contributions. Through its execution of this Sublease. Subtenant acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City or a state agency on whose board an appointee of a City elective officer serves, for the selling or leasing of any land or building to or from the City or a state agency on whose board an appointee of a City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six (6) months after the date the contract is approved. Subtenant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Subtenant further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Subtenant's board of directors; Subtenant's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Subtenant; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Subtenant. Additionally, Subtenant acknowledges that Subtenant must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126. Subtenant further agrees to provide Sublandlord the name of each person, entity or committee described above.
- 22.18. Preservation-Treated Wood Containing Arsenic. As of July 1, 2003, Subtenant may not purchase preservative-treated wood products containing arsenic in the performance of this Sublease unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment under Section 1304 of the Environment Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniac copper zinc arsenate preservative, ammoniac copper zinc preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of Environment. This provision does not preclude Subtenant from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.
- 22.19. Resource Efficient City Buildings and Pilot Projects. Subtenant acknowledges that the

City and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 707 relating to resource-efficient City buildings and resource-efficient pilot projects. Subtenant hereby agrees that it shall comply with all applicable provisions of such code sections.

- 22.20. Food Service Waste Reduction. Subtenant agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Sublease as though fully set forth. This provision is a material term of this Sublease. By entering into this Sublease, Subtenant agrees that if it breaches this provision, Sublandlord will suffer actual damages that will be impractical or extremely difficult to determine; further, Subtenant agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that Sublandlord will incur based on the violation, established in light of the circumstances existing at the time this Sublease was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by Sublandlord because of Subtenant's failure to comply with this provision.
- 22.21. Estoppel Certificates. At any time and from time to time, within ten (10) days after Sublandlord's request, Subtenant will execute, acknowledge and deliver to Sublandlord a statement certifying the following matters: (a) the Commencement Date and Expiration Date of this Sublease; (b) that this Sublease is unmodified and in full force and effect (or if there have been modifications, that this Sublease is in full force and effect as modified and the date and nature of such modifications); (c) the dates to which the Rent has been paid; (d) that there are no Events of Default under this Sublease (or if there are any Events of Default, the nature of such Event of Default); and (e) any other matters reasonably requested by Sublandlord. Sublandlord and Subtenant intend that any such statement delivered pursuant to this paragraph may be relied upon by any assignee of Sublandlord's interest in the Master Lease or this Sublease, any mortgagee or any purchaser or prospective purchaser of the building or land on which the Premises are located. Subtenant irrevocably appoints Sublandlord, as Subtenant's agent, to execute and deliver in the name of Sublandlord any such instrument if Subtenant fails to do so, which failure shall also be an Event of Default under this Sublease.
- **22.22.** Addendum. The terms of the Addendum, if any, attached to this Sublease are incorporated into the Sublease by reference. In the event of any inconsistency between the Sublease and the Addendum, the terms of the Addendum shall control.
- **22.23.** Cooperative Drafting. This Sublease has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Sublease reviewed and revised by legal counsel. No party shall be considered the drafter of this Sublease, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Sublease.

Sublandlord and Subtenant have executed this Sublease in triplicate as of the date first written above.

SUBTENANT:
BOYS & GIRLS CLUBS OF SAN FRANCISCO, INC., a California non-pro corporation
Ву:
Its:
SUBLANDLORD:
TREASURE ISLAND DEVELOPMENT AUTHORITY
By:
Director of Island Operations
outy Director of Real Estate
(initial)

EXHIBIT A MASTER LEASE

EXHIBIT B DIAGRAM OF PREMISES

EXHIBIT C

COVER PAGE OF THE SEISMIC REPORT

EXHIBIT D

RULES AND REGULATIONS

- 1. All rules and regulations set out in the Master Lease shall prevail.
- No signs, advertisements, or notices shall be attached to, or placed on, the exterior or interior of the Building or elsewhere on the Property, without prior written approval of Sublandlord.
- 3. Subtenant's contractors and invitees, while on the Premises or Subtenant's parking area, shall be subject to these Rules and Regulations, and will be subject to direction from Sublandlord and its agents, but will not be an agent or contractor of the Sublandlord or its agents. Subtenant's contractors shall be licensed by the State, insured and bonded at the amount requested by the Sublandlord.
- Subtenant shall install and maintain at Subtenant's expense, any life safety equipment required by governmental rules, regulations or laws to be kept on the Premises.

EXHIBIT E

STANDARD UTILITIES AND SERVICES AND RATES

Utilities Rate Schedule

Utility Service	Rate	Unit
Electric Rate	\$	0.14 per kwh
Water Rate	\$	5.40 per kgal
Sewer Rate	\$	5.75 per kgal
Gas Rate	\$	0.60 per therm

Rates are subject to adjustment.

(415) 274-0333

Subtenant shall install utility Submeters to the satisfaction of Sublandlord.

Subtenant shall arrange for delivery of utility services to the premises by making a "Request for Utilities Services" by contacting:

San Francisco Public Utilities Commission c/o Treasure Island Development Authority 410 Avenue of the Palms Treasure Island San Francisco, CA. 94130 Attn: Mr. Sam Larano

EXHIBIT F

TIHDI WORKFORCE HIRING PLAN

TIHDI Job Broker Program Requirements for Island Tenants

As part of the workforce hiring goals for Treasure Island, the Treasure Island Development Authority's (TIDA) requires that Island commercial tenants are to make good faith efforts to fill appropriate available on-Island positions through the Treasure Island Homeless Development Initiative (TIHDI) TIHDI Job Broker Program (TJBP). All new non-supervisorial positions created by on-Island commercial tenants and businesses should be opened to consideration of TJBP candidates, and San Francisco residents should account for a majority of all new hires by on-Island commercial tenants and businesses.

In order to help commercial tenants reach these goals, the TJBP provides free and immediate access to San Francisco's extensive non-profit employment & training programs and to a resource pool of individuals with varied skill levels and work experience backgrounds.

Through the TJBP, a job description and set of qualification requirements for the new or open position is distributed to the TJBP's network of employment service agencies on behalf of the commercial tenant. Appropriate candidates from these agencies are then referred to the commercial tenant for interviewing. All of the TJBP referrals are required to meet universal standards of job readiness.

To effectively implement the Good Faith provisions of the TJBP, commercial tenants are asked to provide TIHDI with a written plan, list available jobs with TIHDI prior to public advertisement, consider TJBP referrals, and establish an ongoing relationship with the TJBP.

Additionally, if a commercial tenant does not anticipate making any new hires, it can meet its requirements under the TJBP by contracting with one of the two on-Island social enterprise operations: Toolworks Janitorial Services and/or Rubicon Programs Landscaping. Contact the TJHDI Job Broker for these services and for further information on the TJHDI Job Broker System to discuss and develop your workforce hiring plan.

For further information on the TIHDI Job Broker Program, please contact:

Roxanne Balousek, TIHDI Job Broker (415) 274-0311 ex. 304 rbalousek@tihdi.org

ADDENDUM TO SUBLEASE

This Addendum to Sublease is dated as of August 1, 2013, between the TREASURE ISLAND DEVELOPMENT AUTHORITY ("Sublandlord"), and BOYS & GIRLS CLUBS OF SAN FRANCISCO, INC., a California non-profit corporation ("Subtenant"), relating to certain premises described in the Sublease.

This Addendum supersedes and replaces the terms of the Sublease to which it is attached to the extent of any inconsistency between the Sublease and this Addendum. All capitalized terms used in this Addendum and not defined herein shall have the meanings set forth in the Sublease.

Sublandlord and Subtenant agree as follows:

- 1. <u>Amended Section 9.1 Subtenant Responsible for Maintenance and Repair.</u> Section 9.1 of the Sublease is hereby deleted in its entirety and replaced with the following:
 - "9.1. Sublandlord Responsible for Maintenance and Repair. Sublandlord assumes full and sole responsibility for the condition, operation, repair and maintenance and management of the Premises from and after the Commencement Date and shall keep the Premises in good condition and repair. Subtenant shall not be responsible for the performance of any repairs, changes or alterations to the Premises, nor shall Subtenant be liable for any portion of the cost thereof. Sublandlord shall make all repairs and replacements, interior and exterior, structural as well as non-structural, ordinary as well as extraordinary, foreseen and unforeseen, which may be necessary to maintain the Premises at all times in a clean, safe, attractive and sanitary condition and in good order and repair, to Subtenant's, Sublandlord's and Master Landlord's reasonable satisfaction, provided, however, that neither Subtenant nor Sublandlord shall be required to make structural repairs or Alterations to correct conditions affecting the Premises existing prior to the Commencement Date. If any portion of the Premises is damaged by any activities conducted by Subtenant or Subtenant's Agents or Subtenant's Invitees hereunder. Subtenant shall immediately, at its sole cost, repair all such damage and restore the Premises to its previous condition."
- 2. <u>Amended Section 9.3 Landscaping.</u> Section 9.3 of the Sublease is hereby deleted in its entirety and replaced with the following:
 - "9.3. Landscaping. Sublandlord shall maintain the exterior landscaping of the Premises in good condition and repair."

 $\rm IN\ WITNESS\ WHEREOF,$ Sublandlord and Subtenant have executed this Addendum to Sublease as of the day and year first above written.

substant as of the day that your most of the	
4	SUBTENANT:
	BOYS & GIRLS CLUBS OF SAN FRANCISCO, INC., a California non- profit corporation
	Ву:
	Its:
	SUBLANDLORD:
	TREASURE ISLAND DEVELOPMENT AUTHORITY
s	By: Mirian Saez Director of Island Operations
APPROVED AS TO FORM:	Director of island operations
DENNIS J. HERRERA, City Attorney	
By:	









AGENDA ITEM 8 Treasure Island Development Authority City and County of San Francisco Meeting of July 10, 2013

Subject: Resolution Approving Two Memoranda of Agreements Between the Treasure Island Development Authority and the San Francisco County Transportation Authority to (i) complete Preliminary Engineering and Design for the I-80/Yerba Buena Island Interchange Improvement Project and for Right of Way Services, and (ii) to complete the Construction Phases of the Yerba Buena Island Ramps Improvement Project, and to Authorize the Treasure Island Director to Negotiate the Specific Terms of the Agreements, subject to the approval of the City's Board of Supervisors (Action Item)

Contact: Adam Nguyen, Interim Treasure Island Development Director; Budget and Planning Director, City Administrator's Office

BACKGROUND

The Treasure Island Transportation Management Act of 2008 (AB 981) authorizes the creation or designation of a Treasure Island-specific transportation management agency, which is referred to in AB 981 as the Treasure Island Transportation Management Agency (TITMA), and directs the Treasure Island Development Authority (TIDA) Board of Directors to make a recommendation to the Board of Supervisors (BOS) regarding the governance structure of the TITMA. Under AB 981, the BOS has the authority to create or designate a board or agency to act as the TITMA. The purpose of the TITMA is to implement a comprehensive and integrated program to manage travel demand on Treasure Island and Yerba Buena Island (collectively referred to as Treasure Island) as development of the Treasure Island/Yerba Buena Island Development Project (Project) occurs.

On October 12, 2011, the TIDA Board of Directors approved a Memorandum of Agreement (TIMMA MOA) with the San Francisco County Transportation Authority (SFCTA), which expressed the intent of the TIDA Board to recommend to the BOS that the SFCTA serve as the TITMA (Note that while AB 981 identifies the TITMA as the Treasure-Island specific transportation management agency, SFCTA and TIDA staff have elected to utilize a different name – Treasure Island Mobility Management Agency [TIMMA].

TIDA is working with the SFCTA on the development of the I-80/Yerba Buena Island (YBI) Interchange Improvement Project. TIDA asked the SFCTA, in its capacity as the Congestion Management Agency (CMA), to lead the effort to prepare and obtain approval for all required technical documentation for the I-80/YBI Interchange Improvement Project because of its expertise in funding and interacting with the California Department of Transportation (Caltrans) on design aspects of the project. The scope of the I-80/YBI Interchange Improvement Project

includes two major components: 1) The YBI Ramps Improvement Project (the "Project"), which includes constructing new westbound on and off ramps (on the east side of YBI) to the new Eastern Span of the San Francisco-Oakland Bay Bridge (SFOBB); and 2) seismic retrofit of the existing YBI Bridge Structures on the west side of the island, a critical component of island traffic circulation leading to and from SFOBB. The items before the TIDA Board of Directors today are two Memoranda of Agreement that would authorize the SFCTA to take actions necessary to satisfy right of way certification conditions and provide project management and administrative services during the construction phase for the Project.

DISCUSSION

Right of Way MOA: Since April 2012, TIDA has requested that the SFCTA take certain actions necessary to satisfy right of way certification conditions for the project prior to issuing an Invitation to Bid for construction of the Project, and the SFCTA agreed to take such actions provided that TIDA agreed to reimburse the SFCTA for, and indemnify and hold the SFCTA harmless from, any and all costs and liabilities incurred by the SFCTA. Caltrans' certification of right of way is required prior to issuance of the Invitation to Bid (ITB). The following conditions must be satisfied to obtain right of way certification for the Project: (i) a TIDA Use Permit must be executed for the relocation of certain buildings onto land controlled by TIDA. (ii) agreements must be executed for relocation of those certain utilities impacted by the Project. (iii) a Consent Letter from the United States (U.S.) Department of the Navy to the U.S. Department of Transportation Federal Highway Administration (FHWA) must be delivered with respect to the transfer of certain real property interests required for the YBI Improvements Project from the Navy to FHWA and grant of a license to TIDA providing SFCTA with necessary access to such real property for purposes of constructing the YBI Ramps, and (iv) execution of a Revocable License for Non-Federal Use of Real Property from the United States Coast Guard (USCG). On March 26, 2013, the SFCTA approved Resolution 13-41, authorizing the Executive Director to execute the Cooperative Agreement for Construction Services and the Right of Way Certification with Caltrans, the USCG License Agreement, associated utility agreements and all other related documents for receipt of federal and state funds for the YBI Ramps Improvement Project.

SFCTA will provide project management and administrative services during the right of way phase of work. SFCTA will also maintain the consultant contract for professional services with AECOM to provide right of way certification services including right of way engineering, utility agreement preparation and right of way coordination services. Total right of way costs is estimated at \$4.2 million and will be 100% reimbursed by a combination of Federal HBP and Prop IB funds.

Construction Services MOA: TIDA requests that the SFCTA, acting on TIDA's behalf, complete the steps necessary to pursue construction of the Project, including enter into a Cooperative Agreement for Construction Services with Caltrans, procure and award a consultant contract for construction management services, which is the subject of a separate request this month, issue an ITB for construction work required for the Project, enter into a construction contract with the lowest responsible bidder submitting a responsive bid to construct the Project, and provide project management and administrative services during the construction phase of work.

The construction phase of the project is estimated at approximately \$77.5 million and is anticipated to be 100% reimbursed by a combination of Federal HBP funding and State Prop 1B funding. TIDA is responsible for reimbursing the SFCTA for all project costs, including accrued interest on TIDA's loan obligation of Prop K funds, a pro-rata share of the interest and fiscal charges incurred by the Authority through its Commercial Paper Program, and any and all costs not covered by state or federal funds. The principal amount of the loan obligation shall not exceed \$46.7 million, which represents the highest cash flow projection during the construction phase of work.

We anticipate the terms and conditions of both MOA's to be finalized in July 2013. SFCTA is presenting this item to the SFCTA Budget and Finance Committee on July 9, 2013, and will seek approval from its Board of Commissioners at the July 23, 2013 hearing.

Analysis: As the congestion management agency for San Francisco, the SFCTA possesses the technical and management capacity to implement the Project successfully, in coordination with city, regional, state and federal agencies, stakeholders, and other public and private sector partners.

RECOMMENDATION

Staff recommends approval of these two Memoranda of Agreements between the Treasure Island Development Authority and the San Francisco County Transportation Authority, one to complete Preliminary Engineering and Design for the 1-80/Yerba Buena Island Interchange Improvement Project and for Right of Way Services, and one to complete the Construction Phases of the Yerba Buena Island Ramps Improvement Project, and to Authorize the Treasure Island Director to Negotiate the Specific Terms of the Agreements, subject to the approval of the City's Board of Supervisors

EXHIBITS

- A. Memorandum of Agreement #12/13-18 for Right of Way Certification Services for the Yerba Buena Island Ramps Improvement Project
- B. Memorandum of Agreement # 12/13-19 for Construction Services for the Yerba Buena Island Ramps Improvement Project



RESOL	UTION.	NO.	
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[Memoranda of Agreement Between Treasure Island Development Authority and the San Francisco County Transportation Authority]

RESOLUTION APPROVING TWO MEMORANDA OF AGREEMENT BETWEEN THE TREASURE ISLAND DEVELOPMENT AUTHORITY AND THE SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY (I) ONE TO COMPLETE PRELIMINARY ENGINEERING AND DESIGN FOR THE I-80/YERBA BUENA ISLAND INTERCHANGE IMPROVEMENT PROJECT AND FOR RIGHT OF WAY SERVICES, AND (II) ONE TO COMPLETE THE CONSTRUCTION PHASES OF THE YERBA BUENA ISLAND RAMPS IMPROVEMENT PROJECT, AND TO AUTHORIZE THE TREASURE ISLAND DIRECTOR TO NEGOTIATE THE SPECIFIC TERMS OF THE AGREEMENTS, SUBJECT TO THE APPROVAL OF THE CITY'S BOARD OF SUPERVISORS.

WHEREAS, Former Naval Station Treasure Island is a military base located on Treasure Island and Yerba Buena Island (together, the "Base"), which is currently owned by the United States of America, acting by and through the Department of the Navy; and.

WHEREAS, The Base was selected for closure and disposition by the Base Realignment and Closure Commission in 1993, acting under Public Law 101-510, and its subsequent amendments; and,

WHEREAS, Under the Treasure Island Conversion Act of 1997, which amended Section 33492.5 of the California Health and Safety Code and added Section 2.1 to Chapter 1333 of the Statutes of 1968 (the "Act"), the California Legislature (i) designated the Authority as a redevelopment agency under California redevelopment law with authority over the Base upon approval of the City's Board of Supervisors, and (ii) with respect to those portions of the Base which are subject to Tidelands Trust, vested in the Authority the authority to administer the public trust for commerce, navigation and fisheries as to such property; and,

WHEREAS, The Board of Supervisors approved the designation of the Authority as a redevelopment agency for Treasure Island in 1997; and.

WHEREAS, On January 24, 2012, the Board of Supervisors rescinded designation of the Authority as the redevelopment agency for Treasure Island under California Community Redevelopment Law in Resolution No. 11-12; and that such rescission does not affect Authority's status as the Local Reuse Authority for Treasure Island or the Tidelands Trust trustee for the portions of Treasure Island subject to the Tidelands Trust, or any of the other powers or authority; and,

WHEREAS, After a competitive bid process, the TIDA Board selected Treasure Island Community Development, LLC as the proposed master developer of the Base and entered into a Disposition and Development Agreement and other transaction documents relating to the reuse and development of the Base; and,

WHEREAS, The Treasure Island Transportation Management Act of 2008 ("AB 981") authorized the creation or designation of a Treasure Island-specific transportation management agency for Treasure Island, and authorized the Board of Supervisors of the City and County of San Francisco ("BOS") to designate a board or agency to act as a transportation management agency for Treasure Island; and,

WHEREAS, In April and June 2011, the TIDA Board and the BOS approved numerous transactions and entitlement documents related to the Project, including the Treasure Island Transportation Management Plan ("TIP"); and,

WHEREAS, The San Francisco County Transportation Authority ("SFCTA") is the congestion management agency for San Francisco, and the SFCTA has an ongoing, positive relationship with TIDA, including planning, design and implementation of the Treasure Island/Yerba Buena Island Ramps Project (the "Project"); and

WHEREAS, The Memoranda of Agreement currently before the TIDA Board of Directors would authorize the SFCTA to take actions necessary to satisfy right of way certification conditions and provide project management and administrative services during the construction phase for the Project; now, therefore, be it

RESOLVED, That the TIDA Board of Directors hereby approves the Memoranda of Agreements between the Treasure Island Development Authority and the San Francisco County Transportation Authority in substantially the form attached hereto as Exhibits A and B; and be it

RESOLVED, That the Treasure Island Director is authorized to accept from the U.S. Government such real estate interests, in fee and in easement, as may be needed to effectuate the Project and, following completion of the Project, to transfer such real estate interests to Caltrans or its designee. Any such transfer shall be without payment of monetary consideration, and shall be for the property in its "as is" condition; and, be it

FURTHER RESOLVED, That the TIDA Board of Directors hereby authorizes the Treasure Island Director to enter into any additions, amendments or other modifications to the Memoranda of Agreement that the Treasure Island Director determines in consultation with the City Attorney are in the best interests of the Authority, that do not materially increase the obligations or liabilities of the Authority, that do not materially reduce the rights of the Authority, and are necessary or advisable to complete the preparation and approval of the Memoranda of Agreement, such determination to be conclusively evidenced by the execution and delivery by the Treasure Island Director of the documents and any amendments thereto.

CERTIFICATE OF SECRETARY

I hereby certify that I am the duly elected and acting Secretary of the Treasure Island Development Authority, a California nonprofit public benefit corporation, and that the above 1 Resolution was duly adopted and approved by the Board of Directors of the Authority at a 2 properly noticed meeting on July 10, 2013.

Larry Del Carlo, Secretary

TIDA comments 5.20.13 Additional SFCTA edits June 18, 2013 Revised draft July 2, 2013

MEMORANDUM OF AGREEMENT # 12/13-18

for

Right of Way Certification Services for the Yerba Buena Island Ramps Improvement Project

THIS AGREEMENT is made and shall be effective on the 5th day of April, 2012, by and between the San Francisco County Transportation Authority ("the Authority") and the City and County of San Francisco ("City") acting through the Treasure Island Development Authority ("TIDA"), referred to collectively as "Parties" or individually as "Party."

RECITALS

- A. The Authority has been designated as the Congestion Management Agency (CMA) for the City and County of San Francisco (the "City") under State law. In this capacity, the Authority has a wide range of responsibilities that includes preparing the long-range Countywide Transportation Plan, prioritizing state and federal transportation funds designated for San Francisco, and developing and operating a computerized travel demand forecasting model.
- B. TIDA is the local reuse authority for purposes of the redevelopment and conversion of former Naval Station Treasure Island ("NSTI") to productive civilian uses, including portions of Yerba Buena Island ("YBI").
- C. TIDA asked the Authority, in its capacity as the CMA, to lead the effort to prepare and obtain approval for all required technical documentation for the 1-80/YBI Interchange Improvement Project because of its expertise in funding and interacting with the California Department of Transportation ("Caltrans") on design aspects of the project. The scope of the 1-80/YBI Interchange Improvement Project includes two major components: 1) The YBI Ramps Improvement Project ("Project"), which includes constructing new westbound on and off ramps (on the east side of YBI) to the new Eastern Span of the San Francisco-Oakland Bay Bridge ("SFOBB"); and 2) seismic retrofit of the existing YBI Bridge Structures on the west side of the island, a critical component of island traffic circulation leading to and from SFOBB.
- D. In May 2010, the Authority entered into Cooperative Agreement 4-2137 (Appendix A) with Caltrans, which defined each agency's respective roles during the project development process. Over the last four years, the Authority Project team has worked closely with Caltrans on all aspects of the project development process. The Final Environmental Impact Report/Environmental Impact Statement ("EIR/EIS"), with Caltrans as the National Environmental Policy Act lead agency under delegation from the Federal Highway Administration and the Authority as the California Environmental Quality Act lead agency, was approved in December 2011. The Parties believe that the Project has not changed since the

approval of the EIR/EIS, and that no additional environmental review is required as a result of this Agreement. The Authority is currently completing Plans, Specifications, and Estimates (PS&E) and the right of way certification in order to ready the project for construction funding authorization.

- E. In July 2008, the Parties entered into a Memorandum of Agreement ("MOA") for project management and oversight, engineering and environmental services for the YBI Interchange Improvement Project ("Environmental MOA"). Under the terms of the Environmental MOA, TIDA's total loan obligation to the Authority for the non-federal portion is \$10,287,000. TIDA's obligation will be increased to \$11,037,000 to account for additional required local match for Environmental MOA activities as well as additional project costs not anticipated to be covered by State and Federal funds. The Parties anticipate approximately \$13,700,000 of the project costs will be reimbursed to the Authority from the Federal Highway Bridge Program ("HBP") funds, with TIDA being responsible to reimburse the Authority for incurred interest expense and any and all costs not covered by state or federal funds. Project costs for environmental activities total to \$24,737,000. If federal grant funds do not become available for some or all of the project costs, or if the federal agency disallows the Authority's reimbursement claims on some or all of the project costs, then pursuant to the Environmental AMOA, TIDA bears the responsibility to repay the Authority for all costs not reimbursed by federal or state funds incurred on the YBI Interchange Improvement Project as set forth in the Environmental MOA.
- F. Through Resolution 14-XX, the Parties entered into an MOA effective April 5, 2012, for right of way certification services for the Project (Right of Way MOA). The total not-to-exceed principal amount of the Right of Way MOA is \$4,200,000. The Parties anticipate \$3,718,260 of the project costs will be reimbursed to the Authority from Federal HBP funds and \$481,740 from State Seismic Retrofit Proposition 1B ("Prop 1B") funds, with TIDA agreeing pursuant to the Right of Way MOA to reimburse the Authority for incurred interest expense, fiscal charges and any and all costs not covered by state or federal funds.
- G. On March 26, 2013, the Authority approved Resolution 13-41, authorizing the Executive Director to execute the Cooperative Agreement for Construction Services and Right of Way Certification with Caltrans, the United States Coast Guard ("USCG") License Agreement, associated utility agreements and all other supporting documents for receipt of federal and state funds for the Project. Caltrans has approved all required Plan, Specifications and Estimates ("PS&E"), Right of Way ("ROW") certification and construction phase agreements necessary for Federal HBP and State Prop 1B funding authorizations for the Project, and the Authority had continued to progress with completing the remaining steps necessary to issue an Invitation to Bid ("ITB") for construction of the Project. On March 29, 2013 Caltrans approved the Project ROW Certification (Appendix B), which was a condition precedent to the Authority's issuance of the ITB. Caltrans' approval of the Project ROW Certification included the following conditions ("ROW Certification Conditions") to be satisfied prior to their approval: (i) execution of a TIDA Use Permit (Appendix C) for the relocation of certain buildings onto land controlled by TIDA, the required TIDA Use Permit was received on March 13, 2013 (ii) execution of agreements for the relocation of those certain utilities impacted by the Project listed in Appendix D hereto (the "Utility Relocation Agreements"), the required utility agreements were executed on March 28, 2013, (iii) delivery of a signed Consent Letter from the United States ("U.S.") Department of the Navy ("Navy") (Appendix E) to the U.S. Department of Transportation Federal Highway Administration ("FHWA") with respect to the transfer of

certain real property interests required for the Project from the Navy to FHWA and grant of a license to TIDA providing Authority with necessary access to such real property for purposes of constructing the YBI Ramps (the "Consent Letter"), the required Navy Consent letter was received on January 31, 2013, and (iv) execution of a Revocable License for Non-Federal Use of Real Property from the United States Coast Guard ("USCG License") (Appendix F), the required USCG License was executed on February 22, 2013.

- H. Construction of the Project requires execution of the USCG License for the construction of an approximately 800-foot long detour road to be used as a secondary access road into the USCG facilities when Macalla Road is blocked off due to the Project construction. As of the Effective Date of this Agreement, TIDA had requested that the Authority enter into the USCG License, and the Authority agreed to do so provided that TIDA agreed to reimburse the Authority for, and indemnify and hold the Authority harmless from, any and all costs and liabilities incurred by the Authority in connection with the USCG License as more particularly set forth in this Agreement. The required US Coast Guard License Agreement was executed on March 26, 2013.
- I. To facilitate funding for the Project, the Authority executed the Local Agency Advance Construction ("AC") Commitment Block requested by Caltrans dated September 22, 2011 (the "Funding Commitment") (Appendix G), whereby the Authority agreed to use local funds in lieu of federal funds to finance the cost of work identified as Local Funded AC until such time that federal funds become available for obligation and subsequent reimbursement of eligible work. The Authority was willing to do so on the understanding that TIDA would agree to reimburse the Authority for any Project costs incurred by the Authority and not reimbursed by federal or state funds, as provided in the Environmental MOA, the Construction MOA and this Agreement.
- J. On March 26, 2013, the Authority approved Resolution 13-41, authorizing the Executive Director to execute the Cooperative Agreement for Construction Services and the Right of Way Certification with Caltrans, the USCG License Agreement, associated utility agreements and all other supporting documents for receipt of federal and state funds for the Project. On July 2013, the Authority approved Resolution 14-XX, authorizing the Executive Director to enter into this MOA with TIDA for right of way certification services for the Project. Therefore, although the Effective Date of this Agreement predates the Authority's Board action on July 2013, some of the obligations that this Agreement indicates are to be performed by the Authority in the future have already been performed as of the execution date of this Agreement.
- K. This Agreement sets forth certain rights and obligations of the Authority and TIDA with respect to the right of way phase of work for the Project.

AGREEMENT

The Parties agree to the following:

- Project Management and Administrative Services. The Authority shall provide the project management and administrative services described in Appendix H, "Description of Authority Services," attached hereto and incorporated by reference as though fully set forth herein.
- 2. Consultant Services and Right of Way Services.

a. Consultant Services. The Authority shall maintain a contract for professional services with the consultant chosen in accordance with the Request for Proposal (the "Consultant") or perform the Phase 1 conceptual engineering and preparation of the Project Report ("PR") and the Environmental Document ("ED"), to perform 100% of the Phase 2 Design services through final PS&E for the Project, and to provide right of way certification services including right of way engineering, utility agreement preparation and right of way coordination services, as more particularly described in Appendix H.

b. Right of Way Services.

i. ROW Certification.

- 1. The Authority shall provide Right of Way Services for the Project described in Appendix H. The Parties acknowledge and agree that if, in performing the Right of Way Services, the Authority enters into Cooperative Agreement No. 04-2137 with Caltrans, executes the required Right of Way Certification, the TIDA Use Permit, the Utility Relocation Agreements, and the USCG License, the Authority shall be deemed to do so at the request of and as an accommodation to TIDA, and it is TIDA's and the Authority's intent that all costs and liabilities incurred and assumed by the Authority pursuant to such agreements shall be defined as "Authority Right of Way Costs" that are subject to TIDA's Reimbursement Obligation pursuant to Section 5 of the Agreement.
- 2. In order to obtain Caltrans' Right of Way Certification approval, which is a precondition to issuance of the Invitation to Bid ("TTB") for the Project, the Authority has or shall enter into the Utility Relocation Agreements and the TIDA Use Permit. All obligations undertaken and work performed by the Authority pursuant to the Utility Relocation Agreements and the TIDA Use Permit are Authority Right of Way Costs that are subject to TIDA's Reimbursement Obligation pursuant to Section 5 of the Agreement.
- 3. The Consent letter dated January 31, 2013, which is a condition to Caltrans' Right of Way Certification approval, provides that the Navy will issue a License to TIDA effective February 1, 2013, which will give the Authority a right of access to the specified property as required to construct the Project. As contemplated by the Consent letter, the Navy and TIDA have entered into that certain License for Nonfederal Use of Real Property, License No. N4769213RP13P25 ("License Agreement"), dated as of February 1, 2013, authorizing TIDA to access the premises on Yerba Buena Island described in such License Agreement ("Premises"), for the purpose of performing certain specified pre-construction activities as described in Section 4 of the License Agreement. The parties further contemplate that certain real property interests will be transferred from the U.S. Government (either acting through the Navy or the Federal Highway Administration) to TIDA in fee and in easement in order to effectuate the Project. By approving this Agreement, the TIDA Board and the City's Board of Supervisors authorize (i) TIDA, working in consultation with the City's Real Estate Director, to accept title to the real property interests as needed to effectuate the Project, and (ii) TIDA, upon completion of the Project, to transfer title to the real property interests acquired for the Project to Caltrans or its designee. All such transfers shall be without payment of monetary

consideration, and shall be for the property in its "as-is" condition. All deed and easement transfers shall be signed by the Treasure Island Director. TIDA hereby sublicenses to the Authority TIDA's rights of access to and use of the Premises, and the Authority hereby accepts such sublicense and agrees to comply with the terms and conditions of the License Agreement; provided, however, that TIDA hereby agrees that all obligations assumed by the Authority under the License Agreement pursuant to this sublicense are hereby deemed to be "Authority Right of Way Costs" that are subject to TIDA's Reimbursement Obligation pursuant to Section 5 of this Agreement, and provided further that the Authority's agreement to assume responsibility for performing any obligations under the License Agreement is subject to TIDA's indemnification obligations set forth in Section 9 of this Agreement. TIDA further agrees that it shall sublicense to the Authority any additional license to be issued to TIDA by the Navy for Project construction pursuant to the Consent Letter, and that all obligations assumed by the Authority pursuant to such sublicense shall be Authority Right of Way Costs that are subject to TIDA's Reimbursement Obligation pursuant to Section 5 of this Agreement, and shall be subject to TIDA's indemnity obligation set forth in Section 9 of this Agreement.

- Coordination. The Authority and TIDA agree to the following with regard to the performance of the Project Management Services, the Administrative Services, the Consultant Services and the Right of Way Services under this Agreement:
 - a. The Parties acknowledge that TIDA may seek advice and consultation from the Department of Public Works ("DPW") and other City departments in fulfilling its obligations under this Agreement, and Authority agrees to cooperate with TIDA and any City departments so designated by TIDA. All costs of participation by City departments shall be paid by TIDA or the City. Authority agrees to cooperate and consult with TIDA on all material aspects of the Project. The Parties agree to work together to establish appropriate coordination and consultation procedures throughout the bid and construction periods to promote effective and timely Project delivery.
 - TIDA shall participate in the selection of Consultants in accordance with Authority's procurement procedures.
 - c. TIDA and the Authority shall establish a timeframe and work with Caltrans, FHWA, the Metropolitan Transportation Commission, the Bay Area Toll Authority, the Toll Bridge Program Oversight Committee, the California Transportation Commission, the Navy, the USCG, FHWA, the City's Department of Building Inspection and other relevant agencies to enable the timing of the design, engineering and construction of the Project to occur in conjunction with the construction of the new eastbound ramp that is part of the Eastern Span of the SFOBB Project.
 - d. The Authority shall conduct all communications with the Consultant, the Construction Manager, Caltrans, TIDA, the Navy, utility owners, the USCG, FHWA, the Construction Contractor and the City's Department of Building Inspection and other relevant agencies regarding deliverables, task updates or other performance of services. TIDA shall have the right to review or participate in communications that constitute a decision, action or commitment by Authority that would increase TIDA costs.

- e. The Authority shall provide timely deliverables to TIDA. The Authority shall maintain project records including deliverables, progress reports, correspondence, and a full accounting of the Authority Construction Costs, and shall make such records available to TIDA upon request.
- f. The Authority and TIDA shall have regular coordinating meetings, as needed.
- g. All services under this Agreement shall be performed in accordance with the Authority's policies, procedures and customary practices for projects of similar size, cost and scope.

4. Approvals.

- a. Authority and TIDA agree to cooperate in preparing and reviewing contract documents or any other material document relating to the project so as to facilitate timely approval of final documents. TIDA shall deliver approvals or any disapproval to Authority in writing and, in the case of disapproval stating the basis for the disapproval and changes needed in order for TIDA to approve the contracts or other material document.
- b. Authority shall submit to TIDA for approval any proposed change or amendment to any contract the value of which is greater than \$250,000. Should an exigent circumstance arise in which an amendment or contract change is required is required in order to avoic exessive cost, to protect persons or property, or to comply with an order from a legally controlling authority, and the amount of such amendment or contract change exceeds the above stated amount that would require TIDA approval. Authority shall notify TIDA of such fact and request approval of the proposed amendment or contract change within 48 hours of Authority becoming aware of such an occurrence. If in the judgment of Authority the proposed amendment or contract change is required to protect persons or property or comply with an order from a legally-controlling authority prior to receiving TIDA approval, then Authority may enter into such change without TIDA's prior approval.
- c. Authority shall notify TIDA in a timely manner should a claim or notice of potential claim be submitted by any contractor if such claim is in an amount greater than \$100,000. Authority shall consult with TIDA in analyzing any such large claim and submit to TIDA for approval any proposed disposition of such claim.
- d. TIDA acknowledges that delay to any approval can result in additional cost. TIDA shall reimburse Authority for any additional costs arising out of failure by TIDA to provide any timely approval to the extent that such additional costs are not reimbursed from federal or state sources.

5. Project Funding and TIDA Reimbursement Obligation.

a. TIDA and the Authority shall work jointly in good faith to seek state and federal bond, grant or appropriation funds, or other funds as needed, to pay for all or any portion of the environmental, design and engineering, right of way, and construction work necessary for the Project. If either party becomes aware that any anticipated state or federal funding may not become available, that party shall immediately notify the other party, and TIDA and the Authority in consultation with Caltrans shall work together in good faith to determine the correct course of action in light of such fact. TIDA shall have the right to require the Authority to promptly stop working on the Project if, at any time, TIDA determines that available funding may not exist to pay for such work. TIDA acknowledges that any such stop work order can result in additional cost. TIDA shall reimburse Authority for any

- additional costs arising out of a stop work order issued by TIDA to the extent that such additional costs are not reimbursed from federal or state sources.
- b. Interest shall accrue on the outstanding unreimbursed Authority Right of Way Costs, compounded quarterly, at the City Treasurer's Pooled Investment Fund rate or the Authority's borrowing rate, whichever is applicable, beginning on the date when the Authority first incurs Authority Right of Way Costs and continuing until the Authority has received full reimbursement under this Section 5 from TIDA and applicable state or federal agencies. Accrued and unpaid interest shall be deemed to be Authority Right of Way Costs as accrued. If the Authority has not issued long-term debt, the applicable interest rate will be the City Treasurer's Pooled Investment Fund rate, calculated quarterly. If the Authority has issued long-term debt for any purpose, the applicable interest rate will be the "all-in TIC" of the Authority's most recent long-term debt issuance. (The all-in TIC is defined as: The discount rate, assuming semiannual compounding and a 30/360-day calendar, which sets the net present value of all payments of principal and interest equal to the par amount of bonds plus accrued interest plus premium less original issue discount less insurance premium less costs of issuance less other up front expenses discounted to the issue date.) If at any time the Authority issues long-term debt and that increases the applicable interest rate under this subsection, the Authority shall modify the rate to the appropriate interest rate under this subsection and use that new rate going forward. The Authority shall provide written notice to TIDA of any change in the interest rate and the date on which the Authority applied the new rate. Notwithstanding the foregoing, in no event shall the interest rate the Authority applies exceed the maximum rate permitted under California Government Code Section 53531.
- c. Before the Authority issues any debt or otherwise borrows funds to pay Project Costs, the Authority shall notify TIDA. TIDA shall have the option, at its discretion, to include amounts for Project Costs in an Authority borrowing or to make other arrangements in order to meet its payment obligations under this Agreement. Alternatively, TIDA may request that the City issue debt to pay for Project Costs, or otherwise pay Project Costs as they are incurred by the Authority. If City pays for Project Costs as they are incurred, then the Authority shall promptly reimburse City for such payments upon Authority's receipt of corresponding federal and state reimbursements.
- d. The Parties acknowledge the Authority is advancing Proposition K ("Prop K") funds to pay for Authority Right of Way Costs, with the intent that Prop K funds will be repaid by reimbursements from federal, state or TIDA funds. For Authority Construction Costs that are not subject to interest payments under subsection 5 (b) above, the Authority shall invoice TIDA for, and TIDA shall be obligated to pay, an estimated pro-rata share of the interest and fiscal charges (including but not limited to letter of credit fees, remarketing fees and rating agency fees) incurred by the Authority through its Commercial Paper Program ("Fiscal Fees"). Fiscal Fees shall be applied to the lower of (1) the average quarterly outstanding unreimbursed Authority Right of Way Costs (including interest accrued pursuant to paragraph 5(b), above) or (2) the total outstanding unreimbursed Authority Right of Way Costs (including interest accrued pursuant to paragraph 5(b), above), beginning on the date when the Authority first incurs Authority Right of Way Costs and continuing until the Authority has received full reimbursement under this Section 5 from TIDA and applicable state or federal agencies or other funding sources. The Authority shall invoice TIDA for reimbursement of Fiscal Fees in arrears within sixty (60) days of the end

of each quarter. TIDA shall reimburse the Authority for Fiscal Fees within forty-five (45) days from receipt of Authority invoice.

- e. All Authority Right of Way Costs, accrued interest and Fiscal Fees with respect to Right of Way Services under subsections (a) and (b) above are referred to in this Agreement as the "Project Costs" TIDA shall reimburse the Authority for all Project Costs less any state or federal government funds or other funds actually reimbursed to the Authority for Authority Construction Costs (the "TIDA Reimbursement Obligation"). Notwithstanding anything to the contrary in this Agreement, the TIDA Reimbursement Obligation shall not include any costs incurred as a result of the Authority's sole negligence and willful misconduct.
- f. The Authority and TIDA anticipate that the total Authority Right of Way Costs will be covered by state and federal funds, including but not limited to Federal HBP and State Prop 1B funds. TIDA shall be responsible to reimburse the Authority, interest calculated under subsection 5 (b) above and Fiscal Fees calculated under subsection 5 (c) above. If state or federal funds do not become available for the Authority Right of Way Costs, the Authority and TIDA shall work together in an effort to identify other funding sources. If state or federal funds are made available for the Authority Right of Way Costs, but the applicable state or federal agency disallows the Authority's reimbursement claims on costs related to Authority Right of Way Costs, the Authority and TIDA shall work together with the applicable state and federal agency in an effort to address and correct any grounds for the disallowance decision.
- g. Except as provided herein, in no event shall the principal amount of the TIDA Reimbursement Obligation exceed a "not-to-exceed amount" of Four Million Two Hundred Thousand Dollars (\$4,200,000), as outlined in Appendix H, "Right of Way Phase Budget," attached hereto and incorporated by reference as though fully set forth herein, without the approval of TIDA's Board of Directors and the City's Board of Supervisors; provided that this not-to-exceed amount does not apply to or limit TIDA's obligations for accrued interest or Fiscal Fees on the Authority Right of Way Costs. As detailed in Appendix H, it is anticipated that state and federal funds, including Federal HBP and State Prop 1B funds, will fund approximately \$4,200,000 of the total Authority Right of Way Costs shown on Appendix H. If state or federal funds or other funds do not become available for some or all of the Authority Right of Way Costs anticipated in Appendix H, or if any state or federal agency disallows the Authority's reimbursement claims on some or all of the Authority Right of Way Costs anticipated in Appendix H, then all Authority Right of Way Costs anticipated to be but not paid by state or federal funds shall be included in the TIDA Reimbursement Obligation and TIDA shall pay those amounts to the Authority within forty-five (45) days from receipt of Authority invoice. TIDA and the Authority acknowledge that the terms and time period for reimbursement of the TIDA Reimbursement Obligation outlined in Section 5(f) of this Agreement are based on the assumed not-to-exceed TIDA Right of Way Reimbursement Obligation amount of \$4,200,000. TIDA and the Authority agree that if the TIDA Reimbursement Obligation (not including accrued interest or Fiscal Fees) exceeds the amounts recovered from the anticipated state and federal funds, the Parties shall meet and negotiate in good faith to evaluate a mutually agreeable repayment plan and schedule of the excess amount of the TIDA Reimbursement Obligation. Regardless of any adjustments to the schedule and deadlines for repayment, TIDA shall be responsible for the full amount of the TIDA Reimbursement Obligation subject to the limitations set forth in this Agreement.

h. The Authority and TIDA acknowledge that this Agreement memorializes a reimbursement obligation of TIDA to the Authority and shall not be construed as a grant or gift of funds from the Authority to TIDA.

6. Payments.

- a. Parties agree that all Project invoices for payment or reimbursement of all right of way costs including consultants, contractors, utility companies and Caltrans shall be submitted directly to the Authority for review and payment. TIDA may, at its discretion, review invoices related to right of way activities and agrees to do so within a timeframe that allows timely payment. Authority shall provide a copy of the invoices and supporting documentation to TIDA. Authority shall provide a quarterly report to TIDA describing services rendered and the costs and expenses incurred by the Authority for the Project Management Services, Administrative Services, Right of Way Services, and Consultant Services, (collectively, the "Authority Right of Way Costs").
- b. The Authority shall prepare and submit invoices for the TIDA Reimbursement Obligation, quarterly reports, and supporting documentation to TIDA. The Authority shall have the discretion to submit invoices to TIDA may be submitted on a monthly, quarterly or annual basis as specified herein. TIDA shall reimburse the Authority for TIDA Reimbursement Obligation within forty-five (45) days from receipt of Authority invoice.
- 7. Controller's Certification of Funds. The terms of this Agreement shall be governed by and subject to the budget and fiscal provisions of the City Charter. Notwithstanding anything to the contrary contained in this Agreement, there shall be no obligation for the payment or expenditure of money by TIDA under this Agreement until the City Controller's Office first certifies, pursuant to Section 3.105 of the City Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. TIDA shall include an estimated amount for the TIDA Reimbursement Obligation in TIDA's annual budget, and shall use good faith efforts to seek appropriation and Controller's certification of the funds necessary to reimburse the Authority in The Controller's initial certification of funds for this accordance with this Agreement. Agreement shall not include the Authority Right of Way Costs. The Controller's Office shall certify the funds that are available for this Agreement each fiscal year. TIDA agrees to promptly submit to Controller whatever materials or information may be required or requested to obtain Controller's certification of funds for right of way cost items, including relocation, utility, environmental mitigation or any other similar or related cost. TIDA shall promptly notify Authority in writing upon each instance of Controller's certification of funds required for any contract or other activity for the Project. TIDA shall include in such notification all details required by Authority in order to certify contracts or take other actions that require the Controller's certification of funds. The Parties acknowledge that any delay in receipt of Controller's certification of funds or any other similar required certification could result in the expiration of contractor bids or proposals. The Parties shall cooperate with each other and with Controller to seek timely certification of funds as and when needed.
- Term. The term of this Agreement shall be from July 1, 2013 to December 31, 2016. Time extensions shall be by amendment to this Agreement and by mutual agreement between the

Parties. TIDA's Reimbursement Obligation under Section 5 and 6 shall survive beyond the term of this Agreement.

- 9. Indemnification, TIDA acknowledges and agrees that the Authority will perform the Right of Way Services and has or will enter into the following Agreements for the benefit of and as an accommodation to TIDA with respect to the Right of Way Services: (i) Amendment No. 2 to Cooperative Agreement 4-2283, (ii) the Construction Cooperative Agreement 4-2383, (iii) the Utility Relocation Agreements, (iv) the USCG License Agreement, (v) the Construction Contract, (vi) any license or other agreement arising out of or with respect to the Consent Letter, including but not limited to the sublicense of the License Agreement provided under the Right of Way MOA, (viii) City's Department of Building Inspection plan approvals, (ix) the Funding Commitment, and (x) the Construction Manager Agreement (collectively, the "Construction Services Agreements. In consideration of the Authority's performance of the Right of Way Services and direct entry into the Construction Services Agreements for the benefit of TIDA, TIDA agrees to protect, indemnify, defend and hold harmless the Authority, its Board of Commissioners, officers and employees ("Indemnitees") from and against any and all losses, liabilities, costs, expenses, claims, suits, actions, and damages of any kind (including reasonable attorney's fees) arising from the Right of Way and Construction Services Agreements or the actions or inactions of the Authority or TIDA undertaken in connection with the Right of Way Services, except to the extent the same arise out of the sole negligence or willful misconduct of the Authority. TIDA further acknowledges and agrees that the foregoing indemnity is a material part of the consideration for the Authority's entry into this Agreement, and that the Authority would not enter into the Right of Way Services Agreement in the absence of such indemnity. Before seeking indemnity from TIDA under this section, the Parties agree to work together (in consultation with the City Attorney's Office) to make claims against and seek payment from responsible consultants, contractors or subcontractors under the Right of Way Services and Construction Services Agreements, or their insurers or bonding companies, if and to the extent the City Attorney's Office determines that a cause of action exists against any such third party. The costs of such claim or action shall be paid by TIDA. TIDA's obligation to indemnify the Authority shall survive expiration or earlier termination of this Agreement.
- 10. Disputes: If and to the extent there are any disagreements between the Authority and TIDA, the parties agree to meet and confer expeditiously in good faith to resolve the disagreements. To the extent the Parties are unable to resolve a dispute involving a matter that would require TIDA to make an unreimbursed payment, and despite good faith efforts by the Parties to resolve such dispute, the directives of TIDA shall control so long as such directives are consistent with all other provisions of this and all other related Agreements, are consistent with governing law and would not create a condition in which Authority could be exposed to liabilities for which TIDA's indemnifications of Authority do not apply.
- 11. Notices: Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Authority: Ms. Cynthia Fong

Deputy Director for Finance and Administration San Francisco County Transportation Authority 1455 Market Street, 22nd Floor

San Francisco, California 94103

Phone: (415) 522-4800 Fax: (415) 522-4829

E-mail: cvnthia.fong@sfcta.org

To TIDA:

Mr Robert Beck Treasure Island Director Treasure Island Development Authority 1 South Van Ness Avenue, 5th Floor San Francisco, California 94103 Phone: (415) E-mail: @sfgov.org

Any notice of default must be sent by registered mail.

- 12. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 13. Right to Terminate. Either party may terminate this Agreement, in whole or in part, at any time upon five (5) working days' prior notice. In the event of such a termination, Authority shall submit a final project progress report to TIDA identifying work completed and the total Project Costs incurred through the termination date within forty-five (45) days of such termination. TIDA's reimbursement obligation under Section 5 and 6 shall survive a termination of this Agreement for Authority Right of Way Costs incurred or relating to work performed prior to such termination in accordance with this Section 13.
- 14. Agreement Made in California: Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 15. Audit and Inspection of Records. The Parties agree to maintain and make available to the each other, during regular business hours, accurate books and accounting records relating to their work under this Agreement and the work of any third parties performing work on the Project. The Parties will permit each other to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Parties shall maintain such data and records in an accessible location and condition for a period of not less than three years after the Authority receives final payment from TIDA. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon the Parties by this Section.

IN WITNESS WHEREOF, The parties have executed this AGREEMENT on the date set forth above:

SAN FRANCISCO COUNTY The City and County of San Francisco, acting by TRANSPORTATION AUTHORITY and through the TREASURE ISLAND DEVELOPMENT AUTHORITY Recommended by: Recommended by: Robert Beck Cynthia Fong Deputy Director for Finance and Treasure Island Director Administration San Francisco County Transportation Authority APPROVED AS TO FORM: DENNIS J. HERRERA, City Attorney Recommended by: Leroy Saage Deputy City Attorney Deputy Director for Capital Projects San Francisco County Transportation Authority Approved by: Approved by: Mohammed Nuru Director, DPW Maria Lombardo Interim Executive Director

San Francisco

Authority

County

Transportation

APPROVED AS TO FORM:

Authority General Counsel Stanley S. Taylor Nossaman LLP

APPENDICES

Appendix A: Caltrans Cooperative Agreement 4-2137

Appendix B: Right of Way Certification

Appendix C: TIDA Use Permit

Appendix D: Utility Relocation Agreements

Appendix E: U.S. Navy Consent Letter

Appendix F: U.S. Coast Guard License

Appendix G: Caltrans Funding Commitment

Appendix H: Description of Authority Services

Appendix I: Right of Way Phase Budget

Appendix J: Assignment of Rents and Memorandum of Assignment

Appendix A Caltrans Cooperative Agreement 4-2137

Appendix B
Right of Way Certification

Appendix C TIDA Use Permit

Appendix D Utility Relocation Agreements

Appendix E U.S. Navy Consent Letter

Appendix F U.S. Coast Guard License

Appendix G Caltrans Funding Commitment

Appendix H

Description of Authority Services

The Authority will provide project management, administrative and right of way services for the Project. These services include project management oversight consultant services, Authority support staff services, legal services and other administrative services related to the Project. The services will be billed on an actual time and materials basis, and will vary from month-to-month.

Project Management Services

Project Management Services will include the following activities:

- · Briefings to Authority and TIDA management regarding project issues and progress;
- Monitor and review YBI Ramps Improvement Project consultant (AECOM) performance, work products, deliverables;
- Review consultant team monthly progress reports, with emphasis on trends, issues and problems, potential future issues and problems, proposed solutions;
- Review schedule and cost, including milestones and percent expended/completed;
- Review and approve invoices;
- Prepare project financial plan and schedule;
- · Review and make recommendations on any project scope change requests;
- Follow up on issues and deficiencies to assure corrective action;
- Attend and participate in meetings, and make presentations as requested;
- Draft memos and reports as requested; draft and distribute meeting minutes;
- · Assist in engineering and technical reviews;
- Prepare necessary relevant documents including Cooperative Agreements;
- Assist in the selection of subsequent engineering, planning, environmental, construction
 management or other specialty consultants to perform studies and /or design work
 including preparation of supplemental RFPs, participation in the consultant selection
 process, and participate in negotiations for the scope and fee for selected consultants;
- Provide project management and coordination services for the preparation of all required technical work products;
- Review and make recommendations to Authority management on CEQA issues;
- Provide day-to-day project management services, and participate in Project Development Team (PDT) and ad hoc meetings; attend Board meetings as requested by Authority staff;
- Prepare periodic Staff Reports for the Board agenda packets as requested by Authority staff;
- Provide coordination between all stakeholders including Authority staff, Caltrans, FHWA, the Metropolitan Transportation Commission, Toll Bridge Program Oversight Committee, TIDA, various resource agencies, the California Transportation Commission, the Navy, the USCG, FHWA, the City's Department of Building Inspection, Bay Area Toll Authority, utility companies and the public as necessary;
- Provide oversight of all consultant contracts for the preparation of all required technical work products;
- Provide project management of selected consultants on the project with respect to budget, schedule, and scope, and ensure project issues that surface are addressed expeditiously;
- · Assist with preparation and submittal of funding applications and participate in meetings

with appropriate staff and agencies required to obtain funding;

- Provide proscriptive analysis to Authority staff, prospective issues and proposed resolutions in advance;
- Assist Authority staff in tasks necessary to maintain and expedite project delivery; and
- Other PM-related tasks as requested by Authority staff.

Administrative Services

Administrative Services will include the following activities:

- · Manage and administer Consultant and Caltrans agreements;
- Process payment of Consultant and Caltrans invoices;
- Obtain federal and state grant reimbursements;
- · Provide legal counsel services related to the review of Project documents;
- Perform annual audit and pre-award audit services as necessary;
- Prepare memos and reports as requested for Authority Committees and Board;
- Attend meetings with TIDA staff and stakeholders;
- Maintain sufficient insurance amounts and coverages to meet Project requirements;
- · Record keeping and filing; and
- Other related tasks as requested.

Right of Way Services

Right of Way Services will include the following activities:

- Execute right of way certification with Caltrans, U.S. Coast Guard License Agreement,
 TIDA Use Permit, associated utility agreements and all other related documents for receipt of federal and state funds for the Project;
- Performance of all right of way certification activities as required by Caltrans right of way
 manual:
- Environmental mitigation activities as defined in the Project environmental document including relocation of Quarters 10 and Building 267 (Q10/B267) to the Clipper Cove area on Treasure Island;
- Utility relocations required for construction of the Project including execution of utility agreements;
- Construction of a detour road as defined in the U.S. Coast Guard License Agreement; and
- Right of way engineering, detailed design, and right of way support services as required for Q10/B267 relocation, U.S. Coast Guard detour road construction, and utility relocations

Appendix I Right of Way Phase Budget

Right of Way Phase Budget

The budget and projected cash flow for the Right of Way Phase is as follows:

Description of Work	Fiscal Year 2012/13	Fiscal Year 2013/14	Fiscal Year 2014/15	Fiscal Year 2015/16	Fiscal Year 2016/17	Budget
Quarters 10/Building 267 Relocation		\$ 405,000	\$ 945,000			\$1,350,000
2. U.S. Coast Guard Detour Road		\$1,225,000				\$1,225,000
3. Utility Relocation			\$ 625,000			\$ 625,000
Right of Way Engineering Support Services and Detailed Design	\$600,000	\$ 200,000	\$ 100,000	\$75,000	\$25,000	\$1,000,000
Total Right of Way Phase Budget	\$600,000	\$1,830,000	\$1,670,000	\$75,000	\$25,000	\$4,200,000

Billing Rates

The rates for the project management services set forth below may be adjusted to reflect the rate determined in any amendment of the project management oversight (PMO) contract between the Authority and the PMO consultant.

The rates for Authority services set forth below may be adjusted to reflect salary adjustments for applicable staff members.

Туре	Classification	Hourly Billing Rate	
Project Management Services	Principal	\$239.09	
Project Management Services	Technical/Clerical Support	\$94.50	
Administrative Services	Executive Staff and Principal Engineers	\$168.82 - \$239.44	
Administrative Services	Senior Engineers and Analysts	\$105.59 - \$131.87	
Administrative Services	Administrative	\$56.70 - \$100.49	
Administrative Services	Legal Services	\$389.00	
Administrative Services	Audit Services	\$347.00	

Appendix J Assignment of Rents and Memorandum of Assignment [to be attached]



Edits from SFCTA/TIDA meeting 6-28-13 TIDA comments 6.25.13

MEMORANDUM OF AGREEMENT # 12/13-19

for

Construction Services for the Yerba Buena Island Ramps Improvement Project

THIS AGREEMENT is made and shall be effective on the [date 1: day] day of [month], [year], by and between the San Francisco County Transportation Authority ("the Authority") and the City and County of San Francisco ("City") acting through the Treasure Island Development Authority ("TIDA"), referred to collectively as "Parties" or individually as "Party."

RECITALS

- A. The Authority has been designated as the Congestion Management Agency (CMA) for the City and County of San Francisco (the "City") under State law. In this capacity, the Authority has a wide range of responsibilities that includes preparing the long-range Countywide Transportation Plan, prioritizing state and federal transportation funds designated for San Francisco, and developing and operating a computerized travel demand forecasting model.
- B. TIDA is the local reuse authority for purposes of the redevelopment and conversion of former Naval Station Treasure Island ("NSTP") to productive civilian uses, including portions of Yerba Buena Island ("YBI").
- C. TTDA asked the Authority, in its capacity as the CMA, to lead the effort to prepare and obtain approval for all required technical documentation for the I-80/YBI Interchange Improvement Project because of its expertise in funding and interacting with the California Department of Transportation ("Caltrans") on design aspects of the project. The scope of the I-80/YBI Interchange Improvement Project includes two major components: 1) The YBI Ramps Improvement Project ("Project"), which includes constructing new westbound on and off ramps (on the east side of YBI) to the new Eastern Span of the San Francisco-Oakland Bay Bridge ("SFOBB"); and 2) seismic retrofit of the existing YBI Bridge Structures on the west side of the island, a critical component of island traffic circulation leading to and from SFOBB.
- D. In May 2010, the Authority entered into Cooperative Agreement No. 4-2137 (Appendix A) with Caltrans, which defined each agency's respective roles during the project development process. Over the last four years, the Authority Project team has worked closely with Caltrans on all aspects of the project development process. The Final Environmental Impact Report/Environmental Impact Statement ("EIR/EIS"), with Caltrans as the National Environmental Policy Act lead agency under delegation from the Federal Highway Administration and the Authority as the California Environmental Quality Act lead agency, was approved in December 2011. The Parties believe that the Project has not changed since the approval of the EIR/EIS, and that no additional environmental review is required as a result of

- this Agreement. The Authority is currently completing Plan, Specifications and Estimates ("PS&E") and right of way certification efforts in order to ready the project for construction funding authorization.
- E. In July 2008, the Parties entered into a Memorandum of Agreement ("MOA") for project management and oversight, engineering and environmental services for the YBI Interchange Improvement Project ("Environmental MOA"). Under the terms of the Environmental MOA. TIDA's total loan obligation to the Authority amount for the non-federal portion is \$10,287,000. TIDA's obligation will be increased to \$11,037,000 to account for additional required local match for Environmental MOA activities as well as additional project costs not anticipated to be covered by State and Federal funds. The Parties anticipate approximately \$13,700,000 of the project costs will be reimbursed to the Authority from the Federal Highway Bridge Program ("HBP") funds, with TIDA being responsible to reimburse the Authority for incurred interest expense and any and all costs not covered by state or federal funds. Project costs for environmental activities total to \$24,737,000. If federal grant funds do not become available for some or all of the project costs, or if the federal agency disallows the Authority's reimbursement claims on some or all of the project costs, then pursuant to the Environmental MOA, TIDA bears the responsibility to repay the Authority for all costs not reimbursed by federal or state funds incurred on the YBI Interchange Improvement Project as set forth in the Environmental MOA.
- F. Through Resolution 14-XX, the Parties entered into an MOA, effective April 5, 2012, for right of way certification services for the Project ("Right of Way MOA"). The total not-to-exceed principal amount of the Right of Way MOA is \$4,200,000. The Parties anticipate \$3,718,260 of the project costs will be reimbursed to the Authority from Federal HBP funds and \$481,740 from State Seismic Retrofit Proposition 1B ("Prop 1B") funds, with TIDA agreeing pursuant to the Right of Way MOA to reimburse the Authority for incurred interest expense, fiscal charges and any and all costs not covered by state or federal funds.
- G. The Authority and Caltrans have negotiated a Cooperative Agreement No. 04-2383 for the construction phase of the Project (Appendix B), and Amendment No. 2 to Cooperative Agreement No. 04-2283 (Appendix C) between Authority and Caltrans with respect to certain changes in the Caltrans SFOBB project that are required for the Project to physically tie in to the new SFOBB improvements, modifying the scope of work for "Betterments" required for the Project, and providing for the Authority to pay \$120,000 for the Authority's contribution to the cost of construction support for the Betterments, and an increase of \$1,199,400 for the Authority's additional not-to-exceed contribution to the total construction cost of such Betterments. The Parties anticipate that approximately \$1,319,400 of this amount will be reimbursed to the Authority from the Federal HBP or State Prop 1B funds, with TIDA being responsible to reimburse the Authority for any and all costs not covered by state or federal funds and the federal grant local matching funds requirements for the additional work as more particularly set forth in this Agreement.
- H. To facilitate funding for the Project, the Authority executed the Local Agency Advance Construction ("AC") Commitment Block requested by Caltrans dated September 22, 2011 (the "Funding Commitment") (Appendix D), whereby the Authority agreed to use local funds in lieu of federal funds to finance the cost of work identified as Local Funded AC until such time that federal funds become available for obligation and subsequent reimbursement of eligible work.

The Authority was willing to do so on the understanding that TIDA would agree to reimburse the Authority for any Project costs incurred by the Authority and not reimbursed by federal or state funds, as provided in the Environmental MOA, the Right of Way MOA and this Agreement.

- I. Also in furtherance of the Project, the Authority has issued a Request for Proposals for YBI Ramps Construction Management Support Services (the "Construction Management RFP"). Award of a contract for the services requested in the Construction Management RFP is contingent upon allocation of Federal HBP and State Prop 1B funds as well as execution of this Agreement, whereby TIDA agrees to reimburse the Authority for, and indemnify and hold the Authority harmless from, any and all costs and liabilities incurred by the Authority in connection with the Construction Management RFP and the contract for services awarded pursuant thereto as set forth in this Agreement.
- J. Pursuant to that certain Freeway Agreement 04-SF-80-PM 7.61/8.23 between the State of California and the City, Route 80 between the East and West limits of YBI is designated a freeway. The City has consented to the closing of certain City streets, construction of frontage roads and other local streets and other construction, and pursuant to that certain Freeway Maintenance Agreement 04-SF-80 PM 7.6R-8.3R to be entered into between the State and the City, the State and the City will agree upon the allocation of responsibility for maintenance of the YBI Ramps Project and such City frontage roads, and other streets and facilities. The Authority is willing to proceed with the construction phase of the Project provided that TIDA assumes responsibility for actively coordinating and assisting with the completion of negotiations of the Freeway Maintenance Agreement and execution of such agreement by the intended parties thereto and that the Freeway Maintenance Agreement is executed before construction contract award. The Parties expect the Freeway Maintenance Agreement to be executed before a construction contract is advertised.
- K. TIDA further requests that the Authority, acting on TIDA's behalf, complete the foregoing steps necessary to pursue construction of the Project, issue an Invitation to Bid ("TIP") for construction work required for the Project, and enter into a construction contract ("Construction Contract") consistent with the California Public Contract Code and the California Labor Code. The Authority is willing to do so provided that TIDA agrees to reimburse the Authority for, and indemnify and hold the Authority harmless from, any and all costs and liabilities incurred by the Authority in connection with the Construction Contract as more particularly set forth in this Agreement.
- L. The cost of the construction phase of the project is estimated to be \$77.5 million and the Parties anticipate this expense to be 100% reimbursed by a combination of Federal HBP funding and State Prop 1B funding. The Authority will not award the Construction Contract until these funds have been secured, as evidenced by the federal issuance of an E-76 and the State issuance of the Program Supplement Agreement for the project.
- M. On March 26, 2013, the Authority approved Resolution 13-41, authorizing the Executive Director to execute the Cooperative Agreement for Construction Services and Right of Way Certification with Caltrans, the United States Coast Guard ("USCG") License Agreement, associated utility agreements and all other supporting documents for receipt of federal and state funds for the Project. On July __ 2013, the Authority approved Resolution 14-XX, authorizing

- the Executive Director to enter into an MOA with TIDA for construction services for the Project.
- N. This Agreement sets forth certain rights and obligations of the Authority and TIDA with respect to the construction phase of work for the Project.

AGREEMENT

The Parties agree to the following:

- Project Management and Administrative Services. The Authority shall provide project management and administrative services described in Appendix E, "Description of Authority Services," attached hereto and incorporated by reference as though fully set forth herein.
- 2. Consultant Services, Caltrans Services and Construction Services.
 - a. Consultant Services.
 - i. The Authority shall maintain a contract for professional services with the consultant chosen in accordance with the Request for Proposal (the "Consultant") to perform the Phase 1 conceptual engineering and preparation of the Project Report ("PR") and the Environmental Document ("ED"), to perform 100% of the Phase 2 Design services through final PS&E for the Project, and to provide design services during construction as more particularly described in Appendix E.
 - ii. The Authority shall contract for the professional construction management services with the consultant chosen in accordance with the Construction Management RFP (the "Construction Manager"), as more particularly described in the Construction Manager Scope of Services set forth in Appendix F (the "Construction Manager Services").
 - b. Caltrans Services. In order to build the YBI ramps in conjunction with the construction of the new Eastern Span of the SFOBB, the Authority has executed two critical Cooperative Agreements with Caltrans, Agreement Nos. 4-2137 (Appendix A) and 4-2283 (Appendix B) (the "Cooperative Agreements"). In order to move into the construction phase for the Project, it is necessary for the Authority to enter into Amendment No. 2 of Cooperative Agreement No. 4-2283 (Appendix C). Collectively, all work by Caltrans under the Cooperative Agreements, as amended, is the "Caltrans Services"
 - Construction Services. The Authority shall provide Construction Services for the Project described in Appendix E.
 - i. The Parties acknowledge and agree that in order to provide Construction Services, the Authority must enter into agreements with Caltrans and other agencies. These agreements include: Cooperative Agreement No. 04-2383 with Caltrans; Amendment No. 2 to Cooperative Agreement No. 04-2283 with Caltrans; the TIDA Use Permit; the Utility Relocation Agreements; the USCG License and other similar agreements. The Parties further acknowledge and agree that the Authority shall be deemed to do so at the request of and as an accommodation to TIDA, and it is TIDA's and the Authority's intent that all costs and liabilities incurred and assumed by the Authority pursuant to

- such agreements shall be "Authority Construction Costs" that are subject to TIDA's Reimbursement Obligation pursuant to Section 5 of the Agreement.
- ii. The Authority shall contract for construction work with the contractor chosen in accordance with the ITB (the "Construction Contractor") to build the YBI Ramps, all as more particularly described in the approved final PS&E, and in accordance with the estimated Construction Contractor Budget set forth in Appendix G, both of which are incorporated by reference as if fully set forth herein. Upon execution of the Construction Contract the estimated Construction Contractor Budget set forth in Appendix G shall be replaced with the successful bid price for the Construction Contract as executed by the Authority and the Construction Contractor. Collectively, all work by the Construction Contractor under the Construction Contract with the Authority is the "Contractor Work." All obligations undertaken and work performed by the Authority pursuant to the Construction Contract are Authority Construction Costs that are subject to TIDA's Reimbursement Obligation pursuant to Section 5 of the Agreement.
- iii. The Authority shall obtain, or shall cause the Construction Contractor to obtain as part of the Contractor Work, all Building approvals required by the City's Department of Building and Inspection. All obligations undertaken and work performed by the Authority to obtain such approvals are Authority Construction Costs that are subject to TIDA's Reimbursement Obligation pursuant to Section 5 of the Agreement.
- iv. Before awarding the Construction Contract, Authority shall prepare and submit a bid summary to TIDA tabulating bid results and confirming that the recommended contractor has complied with requirements as described within the ITB and requesting TIDA approval in accordance with Section 4 of this Agreement.
- Coordination. The Authority and TIDA agree to the following with regard to the performance
 of the Project Management Services, Administrative Services, Consultant Services, Construction
 Manager Services, Caltrans Services and Construction Services under this Agreement:
 - a. The Parties acknowledge that TIDA may seek advice and consultation from the Department of Public Works ("DPW") and other City departments in fulfilling its obligations under this Agreement, and Authority agrees to cooperate with TIDA and any City departments so designated by TIDA. All costs of participation by City departments shall be paid by TIDA or the City. Authority agrees to cooperate and consult with TIDA on all material aspects of the Project. The Parties agree to work together to establish appropriate coordination and consultation procedures throughout the bid and construction periods to promote effective and timely Project delivery.
 - TIDA shall participate in the selection of Consultants, Construction Manager and Construction Contractor in accordance with Authority's procurement procedures.
 - c. TIDA and the Authority shall establish a timeframe and work with Caltrans, FHWA, the Metropolitan Transportation Commission, the Bay Area Toll Authority, the Toll Bridge Program Oversight Committee, the California Transportation Commission, the Navy, the USCG, FHWA, the City's Department of Building Inspection and other relevant agencies to enable the timing of the design, engineering and construction of the Project to occur in conjunction with the construction of the new eastbound ramp that is part of the Eastern Span of the SFOBB Project.

- d. The Authority shall conduct all communications with the Consultant, the Construction Manager, Caltrans, TIDA, the Navy, utility owners, the USCG, FHWA, the Construction Contractor and the City's Department of Building Inspection and other relevant agencies regarding deliverables, task updates or other performance of services. TIDA shall have the right to review or participate in communications that constitute a decision, action or commitment by Authority that would increase TIDA costs.
- e. The Authority shall provide timely deliverables to TIDA. The Authority shall maintain project records including deliverables, progress reports, correspondence, and a full accounting of the Authority Construction Costs, and shall make such records available to TIDA upon request.
- f. The Authority and TIDA shall have regular coordinating meetings, as needed.
- g. All services under this Agreement shall be performed in accordance with the Authority's policies, procedures and customary practices for projects of similar size, cost and scope.

4. Approvals.

- a. Authority and TIDA agree to cooperate in preparing and reviewing contract documents, bid packages or any other material document relating to the project so as to facilitate timely approval of final documents. Before awarding Consultant, Construction Manager or Construction contracts, or other third party contracts relating to the project, and following consultation with TIDA, Authority shall submit these contracts to TIDA for approval and such approval shall not be unreasonably withheld. TIDA shall deliver approvals or any disapproval to Authority in writing and, in the case of disapproval, stating the basis for the disapproval and changes needed in order for TIDA to approve the contracts or other material document.
- b. Authority shall submit to TIDA for approval any proposed change or amendment to any contract the value of which is greater than \$250,000. Should an exigent circumstance arise in which an amendment or contract change is required in order to avoid excessive cost, to protect persons or property, or to comply with an order from a legally controlling authority, and the amount of such amendment or contract change exceeds the above stated amount that would require TIDA approval, Authority shall notify TIDA of such fact and request approval of the proposed amendment or contract change within 48 hours of Authority becoming aware of such an occurrence. If in the judgment of Authority he proposed amendment or contract change is required to protect persons or property or comply with an order from a legally-controlling authority prior to receiving TIDA approval, then Authority may enter into such change without TIDA's prior approval.
- c. Authority shall notify TIDA in a timely manner should a claim or notice of potential claim be submitted by any contractor if such claim is in an amount greater than \$100,000. Authority shall consult with TIDA in analyzing any such large claim and submit to TIDA for approval any proposed disposition of such claim.
- d. TIDA acknowledges that delay to any approval can result in additional cost. TIDA shall reimburse Authority for any additional costs arising out of failure by TIDA to provide any timely approval to the extent that such additional costs are not reimbursed from federal or state sources.

5. Project Funding and TIDA Reimbursement Obligation.

- a. TIDA and the Authority shall work jointly in good faith to seek state and federal bond, grant or appropriation funds, or other funds as needed, to pay for all or any portion of the environmental, design and engineering, right of way, and construction work necessary for the Project. If either party becomes aware that any anticipated state or federal funding may not become available, that party shall immediately notify the other party, and TIDA and the Authority in consultation with Caltrans shall work together in good faith to determine the correct course of action in light of such fact. TIDA shall have the right to require the Authority to promptly stop working on the Project if, at any time, TIDA determines that available funding may not exist to pay for such work TIDA acknowledges that any such stop work order can result in additional cost. TIDA shall reimburse Authority for any additional costs arising out of a stop work order issued by TIDA to the extent that such additional costs are not reimbursed from federal or state sources.
- b. Interest shall accrue on the outstanding unreimbursed Authority Construction Costs, compounded quarterly, at the City Treasurer's Pooled Investment Fund rate or the Authority's borrowing rate, whichever is applicable, beginning on the date when the Authority first incurs Authority Construction Costs and continuing until the Authority has received full reimbursement under this Section 5 from TIDA and applicable state or federal agencies. Accrued and unpaid interest shall be deemed to be Authority Construction Costs as accrued. If the Authority has not issued long-term debt, the applicable interest rate will be the City Treasurer's Pooled Investment Fund rate, calculated quarterly. If the Authority has issued long-term debt for any purpose, the applicable interest rate will be the "all-in TIC" of the Authority's most recent long-term debt issuance. (The all-in TIC is defined as: The discount rate, assuming semiannual compounding and a 30/360-day calendar, which sets the net present value of all payments of principal and interest equal to the par amount of bonds plus accrued interest plus premium less original issue discount less insurance premium less costs of issuance less other up front expenses discounted to the issue date.) If at any time the Authority issues long-term debt and that increases the applicable interest rate under this subsection, the Authority shall modify the rate to the appropriate interest rate under this subsection and use that new rate going forward. The Authority shall provide written notice to TIDA of any change in the interest rate and the date on which the Authority applied the new rate. Notwithstanding the foregoing, in no event shall the interest rate the Authority applies exceed the maximum rate permitted under California Government Code Section 53531
- c. Before the Authority issues any debt or otherwise borrows funds to pay Project Costs, the Authority shall notify TIDA. TIDA shall have the option, at its discretion, to include amounts for Project Costs in an Authority borrowing or to make other arrangements in order to meet its payment obligations under this Agreement. Alternatively, TIDA may request that the City issue debt to pay for Project Costs, or otherwise pay Project Costs as they are incurred by the Authority. If City pays for Project Costs as they are incurred, then the Authority shall promptly reimburse City for such payments upon Authority's receipt of corresponding federal and state reimbursements.
- d. The Parties acknowledge the Authority is advancing Proposition K ("Prop K") funds to pay for Authority Construction Costs, with the intent that Prop K funds will be repaid by reimbursements from federal, state or TIDA funds. For Authority Construction Costs that are not subject to interest payments under subsection 5 (b) above, the Authority shall invoice

TIDA for, and TIDA shall be obligated to pay, an estimated pro-rata share of the interest and fiscal charges (including but not limited to letter of credit fees, remarketing fees and rating agency fees) incurred by the Authority through its Commercial Paper Program ("Fiscal Fees"). Fiscal Fees shall be applied to the lower of (1) the average quarterly outstanding unreimbursed Authority Construction Costs (including interest accrued pursuant to paragraph 5(b), above) or (2) the total outstanding unreimbursed Authority Construction Costs (including interest accrued pursuant to paragraph 5(b), above), beginning on the date when the Authority first incurs Authority Construction Costs and continuing until the Authority has received full reimbursement under this Section 4 from TIDA and applicable state or federal agencies or other funding sources. The Authority shall invoice TIDA for reimbursement of Fiscal Fees in arrears within _sixty (60)_ days of the end of each quarter. TIDA shall reimburse the Authority for Fiscal Fees within forty-five (45) days from receipt of Authority invoice.

- e. All Authority Construction Costs, accrued interest and Fiscal Fees with respect to Construction Services under subsections (a) and (b) above are referred to in this Agreement as the "Project Costs." TIDA shall reimburse the Authority for all Project Costs less any state or federal government funds or other funds actually reimbursed to the Authority for Authority Construction Costs (the "TIDA Reimbursement Obligation"). Notwithstanding anything to the contrary in this Agreement, the TIDA Reimbursement Obligation shall not include any costs incurred as a result of the Authority's sole negligence or willful misconduct.
- f. The Authority and TIDA anticipate that the total Authority Construction Costs will be covered by state and federal funds, including but not limited to Federal HBP and State Prop 1B funds. TIDA shall be responsible to reimburse the Authority, interest calculated under subsection 5 (b) above and Fiscal Fees calculated under subsection 5 (c) above. If state or federal funds do not become available for the Authority Construction Costs, the Authority and TIDA shall work together in an effort to identify other funding sources. If state or federal funds are made available for the Authority Construction Costs, but the applicable state or federal agency disallows the Authority's reimbursement claims on costs related to Authority Construction Costs, the Authority and TIDA shall work together with the applicable state and federal agency in an effort to address and correct any grounds for the disallowance decision.
- g. Except as provided herein, in no event shall the principal amount of the TIDA Reimbursement Obligation exceed a "not-to-exceed amount" of Forty-Six Million Seven Hundred Thousand Dollars (\$46,700,000), as outlined in Appendix H, "Construction Phase Budget," attached hereto and incorporated by reference as though fully set forth herein, without the approval of TIDA's Board of Directors and the City's Board of Supervisors; provided that this not-to-exceed amount does not apply to or limit TIDA's obligations for accrued interest or Fiscal Fees on the Authority Construction Costs. As detailed in Appendix H, it is anticipated that state and federal funds, including Federal HBP and State Prop 1B funds, will fund approximately \$77,500,000 of the total Authority Construction Costs shown on Appendix H. If state or federal funds or other funds do not become available for some or all of the Authority Construction Costs anticipated in Appendix H, or if any state or federal agency disallows the Authority's reimbursement claims on some or all of the Authority Construction Costs anticipated in Appendix H, then all Authority Construction Costs anticipated in Appendix H be included

in the TIDA Reimbursement Obligation and TIDA shall pay those amounts to the Authority within forty-five (45) days from receipt of Authority invoice. In this circumstance, the maximum not-to-exceed amount for the principal amount of the TIDA Reimbursement Obligation will increase to Seventy-Seven Million Five Hundred Dollars (\$77,500,000). TIDA and the Authority acknowledge that the terms and time period for reimbursement of the TIDA Reimbursement Obligation outlined in Section 5(f) of this Agreement are based on the assumed not-to-exceed TIDA Construction Reimbursement Obligation amount of \$46,700,000. TIDA and the Authority agree that if the TIDA Reimbursement Obligation (not including accrued interest or Fiscal Fees) exceeds the amounts recovered from the anticipated state and federal funds, the Parties shall meet and negotiate in good faith to evaluate a mutually agreeable repayment plan and schedule of the excess amount of the TIDA Reimbursement Obligation. Regardless of any adjustments to the schedule and deadlines for repayment, TIDA shall be responsible for the full amount of the TIDA Reimbursement Obligation subject to the limitations set forth in this Agreement.

h. The Authority and TIDA acknowledge that this Agreement memorializes a reimbursement obligation of TIDA to the Authority and shall not be construed as a grant or gift of funds from the Authority to TIDA.

6. Payments.

- a. Parties agree that all Project invoices for payment or reimbursement from all contractors, utility companies and Caltrans shall be submitted directly to the Authority for review and payment. TIDA may, at its discretion, review invoices related to construction activities and agrees to do so within a timeframe that allows timely payment. Authority shall provide a copy of the invoices and supporting documentation to TIDA. Authority shall provide a quarterly report to TIDA describing services rendered and the costs and expenses incurred by the Authority for the Project Management Services, Administrative Services, Consultant Services, Construction Manager Services, Caltrans Services and Construction Services (collectively, the "Authority Construction Costs").
- b. The Authority shall prepare and submit invoices for the TIDA Reimbursement Obligation, quarterly reports, and supporting documentation to TIDA. The Authority shall have the discretion to submit invoices to TIDA may be submitted on a monthly, quarterly or annual basis as specified herein. TIDA shall reimburse the Authority for TIDA Reimbursement Obligation within forty-five (45) days from receipt of Authority invoice.
- 7. Controller's Certification of Funds. The terms of this Agreement shall be governed by and subject to the budget and fiscal provisions of the City Charter. Notwithstanding anything to the contrary contained in this Agreement, there shall be no obligation for the payment or expenditure of money by TIDA under this Agreement until the City Controller's Office first certifies, pursuant to Section 3.105 of the City Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. TIDA shall include an estimated amount for the TIDA Reimbursement Obligation in TIDA's annual budget, and shall use good faith efforts to seek appropriation and Controller's certification of the funds necessary to reimburse the Authority in accordance with this Agreement. The Controller's initial certification of funds for this Agreement shall not include the Authority Construction Costs. Before the Authority awards the Construction Contract for the Project, TIDA shall seek to obtain the Controller's certification of

funds for the Construction Contract. The Controller's Office shall certify the funds that are available for this Agreement each fiscal year. TIDA agrees to promptly submit to Controller's certification of information may be required or requested to obtain Controller's certification of funds for the Construction Contract. TIDA shall promptly notify Authority in writing upon each instance of Controller's certification of funds required for any contract or other activity for the Project. TIDA shall include in such notification all details required by Authority in order to certify contracts or take other actions that require the Controller's certification of funds. The Parties acknowledge that any delay in receipt of Controller's certification of funds or any other similar required certification could result in the expiration of contractor bids or proposals. The Parties shall cooperate with each other and with Controller to seek timely certification of funds as and when needed.

- 8. Term. The term of this Agreement shall be from July 1, 2013 to December 31, 2016. Time extensions shall be by amendment to this Agreement and by mutual agreement between the Parties. TIDA's Reimbursement Obligation under Section 5 and 6 shall survive beyond the term of this Agreement.
- 9. Indemnification. TIDA acknowledges and agrees that the Authority will perform the Construction Services and has or will enter into the following Agreements for the benefit of and as an accommodation to TIDA with respect to the Construction Services: (i) Amendment No. 2 to Cooperative Agreement 4-2283, (ii) the Construction Cooperative Agreement 4-2383, (iii) the Utility Relocation Agreements, (iv) the USCG License Agreement, (v) the Construction Contract, (vi) any license or other agreement arising out of or with respect to the Consent Letter, including but not limited to the sublicense of the License Agreement provided under the Right of Way MOA, (viii) City's Department of Building Inspection plan approvals, (ix) the Funding Commitment, and (x) the Construction Manager Agreement (collectively, the "Construction Services Agreements. In consideration of the Authority's performance of the Construction Services and direct entry into the Construction Services Agreements for the benefit of TIDA, TIDA agrees to protect, indemnify, defend and hold harmless the Authority, its Board of Commissioners, officers and employees ("Indemnitees") from and against any and all losses, liabilities, costs, expenses, claims, suits, actions, and damages of any kind (including reasonable attorney's fees) arising from the Construction Services Agreements or the actions or inactions of the Authority or TIDA undertaken in connection with the Construction Services. except to the extent the same arise out of the sole negligence or willful misconduct of the Authority. TIDA further acknowledges and agrees that the foregoing indemnity is a material part of the consideration for the Authority's entry into this Agreement, and that the Authority would not enter into the Construction Services Agreement in the absence of such indemnity. Before seeking indemnity from TIDA under this section, the Parties agree to work together (in consultation with the City Attorney's Office) to make claims against and seek payment from responsible contractors or subcontractors under the Construction Services Agreements, or their insurers or bonding companies, if and to the extent the City Attorney's Office determines that a cause of action exists against any such third party. The costs of such claim or action shall be paid by TIDA. TIDA's obligation to indemnify the Authority shall survive expiration or earlier termination of this Agreement.
- 10. Disputes: If and to the extent there are any disagreements between the Authority and TIDA, the Parties agree to meet and confer expeditiously in good faith to resolve the disagreements. To the extent the Parties are unable to resolve a dispute involving a matter that would require TIDA

to make an unreimbursed payment, and despite good faith efforts by the Parties to resolve such dispute, the directives of TIDA shall control so long as such directives are consistent with all other provisions of this and all other related Agreements, are consistent with governing law and would not create a condition in which Authority could be exposed to liabilities for which TIDA's indemnifications of Authority do not apply.

11. Notices: Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Authority: Ms. Cynthia Fong

Deputy Director for Finance and Administration San Francisco County Transportation Authority

1455 Market Street, 22nd Floor San Francisco, California 94103

Phone: (415) 522-4800 Fax: (415) 522-4829

E-mail: cynthia.fong@sfcta.org

To TIDA:

Mr. Robert Beck

Treasure Island Director

Treasure Island Development Authority 1 South Van Ness Avenue, 5th Floor

San Francisco, California 94103

Any notice of default must be sent by registered mail.

- 12. Modification of Agreement. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 13. Right to Terminate. Either party may terminate this Agreement, in whole or in part, at any time upon five (5) working days' prior notice. In the event of such a termination, Authority shall submit a final project progress report to TIDA identifying work completed and the total Project Costs incurred through the termination date within forty-five (45) days of such termination. TIDA's reimbursement obligation under Section 5 and 6 shall survive a termination of this Agreement for Authority Construction Costs incurred or relating to work performed prior to such termination in accordance with this Section 13.
- 14. Agreement Made in California; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 15. Audit and Inspection of Records. The Parties agree to maintain and make available to the each other, during regular business hours, accurate books and accounting records relating to their work under this Agreement and the work of any third parties performing work on the Project. The Parties will permit each other to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or

personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. The Parties shall maintain such data and records in an accessible location and condition for a period of not less than three years after the Authority receives final payment from TIDA. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon the Parties by this Section.

IN WITNESS WHEREOF, The parties have executed this AGREEMENT on the date set forth above: The City and County of San Francisco, acting by SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY and through the TREASURE ISLAND DEVELOPMENT AUTHORITY Recommended by: Recommended by: Robert Beck Cynthia Fong Deputy Director for Finance and Treasure Island Director Administration San Francisco County Transportation Authority APPROVED AS TO FORM: DENNIS J. HERRERA, City Attorney Recommended by: Deputy City Attorney Leroy Saage Deputy Director for Capital Projects San Francisco County Transportation Authority Approved by: Mohammed Nuru Director, DPW Approved by: Maria Lombardo Interim Executive Director

Authority

San Francisco

County

Transportation

APPENDICES

Appendix A: Caltrans Cooperative Agreement No. 4-2137

Appendix B: Caltrans Cooperative Agreement No. 4-2383

Appendix C: Amendment No. 2 to Caltrans Cooperative Agreement No. 4-2283

Appendix D: Funding Commitment

Appendix E: Description of Authority Services

Appendix F: Construction Manager Services

Appendix G: Construction Contractor Budget

Appendix H: Construction Phase Budget

Appendix I: Assignment of Rents and Memorandum of Assignment

Appendix A Caltrans Cooperative Agreement No. 4-2137

Appendix B Caltrans Cooperative Agreement No. 4-2383

Appendix C Amendment No. 2 to Caltrans Cooperative Agreement No. 4-2283

Appendix D Funding Commitment

Appendix E

Description of Authority Services

The Authority will provide project management, administrative and construction services for the Project. These services include project management oversight consultant services, Authority support staff services, legal services and other administrative services related to the Project. The services will be billed on an actual time and materials basis, and will vary from month-to-month.

Project Management Services performed by Authority and Project Management Oversight staff

Project Management Services will include the following activities:

- Briefings to Authority and TIDA management regarding project issues and progress;
- Monitor and review YBI Ramps Improvement Project consultants (AECOM and Parsons Brinckerhoff) performance, work products, deliverables;
- Review consultant teams monthly progress reports, with emphasis on trends, issues and problems, potential future issues and problems, proposed solutions;
- · Review schedule and cost, including milestones and percent expended/completed;
- · Review and approve invoices;
- · Prepare project financial plan and schedule;
- · Review and make recommendations on any project scope change requests;
- Follow up on issues and deficiencies to assure corrective action;
- Attend and participate in meetings, and make presentations as requested;
- Draft memos and reports as requested; draft and distribute meeting minutes;
- · Assist in engineering and technical reviews
- Prepare necessary relevant documents including Cooperative Agreements;
- Assist in the selection of subsequent engineering, planning, environmental, construction
 management, construction contractor or other specialty consultants to perform studies,
 design work, or construction, including preparation of supplemental Request for Proposals
 (RFPs), participation in the selection process, and participate in negotiations for the scope
 and fee for selected consultants and construction contractor;
- Provide project management and coordination services for the preparation of all required technical work products;
- Review and make recommendations to Authority management on CEQA issues;
- Provide day-to-day project management services, and participate in Project Development Team (PDT) and ad hoc meetings; attend Board meetings as requested by Authority staff;
- Prepare periodic Staff Reports for the Board agenda packets as requested by Authority staff;
- Provide coordination between all stakeholders including Authority staff, Caltrans, FHWA, the Metropolitan Transportation Commission, Toll Bridge Program Oversight Committee, TIDA, various resource agencies, the California Transportation Commission, the Navy, the USCG, FHWA, the City's Department of Building Inspection, Bay Area Toll Authority, utility companies and the public as necessary;
- Provide oversight of all consultant contracts for the preparation of all required technical work products;
- · Provide project management of selected consultants on the project with respect to budget,

- schedule, and scope, and ensure project issues that surface are addressed expeditiously;
- Assist with preparation and submittal of funding applications and participate in meetings with appropriate staff and agencies required to obtain funding;
- Provide proscriptive analysis to Authority staff, prospective issues and proposed resolutions in advance;
- · Assist Authority staff in tasks necessary to maintain and expedite project delivery; and
- Other PM-related tasks as requested by Authority staff.

Administrative Services performed by Authority and Project Management Oversight staff

Administrative Services will include the following activities:

- Manage and administer agreements with Consultant, Construction Manager, Caltrans and Construction Contractor;
- Process payment of Consultant, Construction Manager, Caltrans and Construction Contractor invoices;
- Obtain federal and state grant reimbursements;
- Establish construction administration procedures in compliance with federal and state regulations;
- · Provide legal counsel services related to the review of Project documents;
- · Perform annual audit and pre-award audit services as necessary;
- Prepare memos and reports as requested for Authority Committees and Board;
- · Attend meetings with TIDA staff and stakeholders;
- Maintain sufficient insurance amounts and coverages to meet Project requirements;
- · Record keeping and filing; and
- Other related tasks as requested.

Construction Services performed by Authority and Project Management Oversight staff

Construction Services will include the following activities:

- Enter into Cooperative Agreement No. 04-2383 with Caltrans, Amendment No. 2 to Cooperative Agreement No. 04-2283 with Caltrans, the TIDA Use Permit, the Utility Relocation Agreements, the USCG License, the Construction Contract and all other related documents for receipt of federal and state funds for the Project;
- Procure and enter into contract for construction management services with the Construction Manager; and
- Procure and enter into contract for construction work with the Construction Contractor to build the YBI Ramps.

Appendix F

Construction Manager Services

SECTION III - SCOPE OF SERVICES

The construction management firm shall provide the necessary full construction management services for the I-80/YBI Ramps Project in San Francisco, California. The construction management contract for the YBI Ramps Project will consist of a three-phase effort with Phase 1 consisting of pre-construction services; Phase 2 consisting of construction phase management services, and Phase 3 consisting of post construction phase services.

The construction management (CM) services required will include:

TASK 1 - PRE-CONSTRUCTION SERVICES

- Perform constructability review of the construction contract documents (construction plans, special provisions, bid proposal and relevant information) for the project and submit a constructability report on discrepancies, inconsistencies, omissions, ambiguities, proposed changes and recommendations.
- Perform biddability review of the 100% contract documents (construction plans, special provisions, bid proposal and relevant information) for the project and submit a biddability report on discrepancies, inconsistencies, omissions, ambiguities, proposed changes and recommendations.
- Prepare a detailed Critical Path Method (CPM) construction schedule including preconstruction and construction activities.
- Management of the construction contract bidding phase; and management of the pre-bid
 conference and bid opening procedures including review of bids, bid bonds, insurance
 certificates and related contractor bid proposal submittals; and assist the Authority in
 selecting the lowest responsive and responsible bidder.
- Process construction contract for execution by the Construction Contractor.
- Arrange for, coordinate and conduct a pre-construction conference, including preparation of meeting minutes.
- Complete review, comment and approval of the Construction Contractor's baseline schedule of work.

TASK 2 - CONSTRUCTION PHASE SERVICES

- Perform all necessary construction administration functions as required by the Authority's Construction Contract Administration Procedures, Caltrans Standard Specifications, the project Special Provisions, and Caltrans Construction and Local Programs Manual including:
 - Perform all required field inspection activities, monitor Construction Contractor's performance and enforce all requirements of applicable codes, specifications, and contract drawings.
 - O Provide inspectors for day-to-day on the job observation/inspection of work. The inspectors shall make reasonable efforts to guard against defects and deficiencies in the work of the Construction Contractor and to ensure that provisions of the contract documents are being met.
 - Prepare daily inspection reports documenting observed construction activities.

- Hold weekly progress meetings, weekly or as deemed necessary, between contractors, the Authority, Caltrans oversight, US Coast Guard, TIDA, the City and other interested parties. Prepare and distribute minutes of all meetings.
- Take photographs and videotape recordings of pre-construction field conditions, during construction progress, and post construction conditions.
- Prepare and recommend contractor progress payments including measurements of bid items. Negotiate differences over the amount with the contractor and process payments through the Authority Project Manager.
- o Monitor project budget, purchases and payment.
- Prepare monthly progress reports documenting the progress of construction describing key issues cost status and schedule status.
- Establish and process project control documents including:
 - o Daily inspection diaries
 - o Weekly progress reports
 - o Monthly construction payments
 - o Requests for Information (RFI)
 - Material certifications
 - o Material Submittals
 - o Weekly Statement of Working Days
 - o Construction Change Orders
 - o Review of certified payrolls
- Review of construction schedule updates:
 - O Review construction contractor's monthly updates incorporating actual progress, weather delays and change order impacts. Compare work progress with planned schedule and notify construction contractor of project slippage. Review Construction Contractor's plan to mitigate schedule delay. Analyze the schedule to determine the impact of weather and change orders.
- Evaluate, negotiate, recommend, and prepare change orders. Perform quantity and cost
 analysis as required for negotiation of change orders.
- Analyze additional compensation claims submitted by the Construction Contractor and prepare responses. Perform claims administration including coordinating and monitoring claims responses, logging claims and tracking claims status.
- Process all Construction Contractor submittals and monitor design consultant and Caltrans review activities.
- Review, comment and facilitate responses to RFI's. Prepare responses to RFI on construction issues. Transmit design related RFI's to designer. Conduct meetings with Construction Contractor and other parties as necessary to discuss and resolve RFI's.
- Act as construction project coordinator and the point of contact for all communications and interaction with the Construction Contractor, Caltrans, U.S. Coast Guard, TIDA, the City, U.S. Navy, project designer and all affected parties.
- Schedule, manage and perform construction staking in accordance with the methods, procedures and requirements of Caltrans Surveys Manual and Caltrans Staking Information

Booklet.

- Schedule, manage, perform and document all field and laboratory testing services. Ensure
 the Construction Contractor furnishes Certificates of Compliance or source release tags
 with the applicable delivered materials at the project site. Materials testing shall conform to
 the requirements and frequencies as defined in the Authority's Construction Contract
 Administration Procedures, Caltrans Construction Manual and the Caltrans Materials Testing
 Manuals.
- Coordinate and meet construction oversight requirements of Caltrans, U.S. Coast Guard, TIDA, the City and the U.S. Navy for work being performed within the respective jurisdictions. Construction Manager shall be responsible for coordinating with Caltrans, U.S. Coast Guard, TIDA and the City regarding traffic control measures, press releases, responses to public inquiries, and complaints regarding the project.
- Oversee environmental mitigation monitoring. Monitor and enforce Construction Contractor SWPPP compliance.
- Enforce safety and health requirements and applicable regulations for the protection of the public and project personnel.
- Facilitate all necessary utility coordination with respective utility companies and coordinate implementation of utility agreements.
- Provide coordination and review of Construction Contractor's detours and staging plans with Caltrans, and San Francisco Bay Bridge construction management staff.
- Maintain construction documents per Federal and State requirements. Enforce Labor Compliance requirements.
- Quality Assurance/Quality Control (QA/QC) Establish and implement a QA/QC procedure for construction management activities undertaken by in-house staff and by subconsultants. The QA/QC procedure set forth for the project shall be consistent with Caltrans' most recent version of the "Guidelines for Quality Control/Quality Assurance for Project Delivery". Enforce Quality Assurance requirements.

TASK 3 - POST-CONSTRUCTION SERVICES

- Perform Post Construction Phase activities including:
 - Prepare initial punch list and final punch list items.
 - Finalize all bid item, claims, and change orders. Provide contract change order documentation to project designer. Coordinate preparation of record drawings (asbuilt drawings) by project designer.
 - Provide final inspection services and project closeout activities, including preparation of a final construction project report per Federal and State requirements.
 - Turn all required construction documents over to Authority and Caltrans for archiving.

GENERAL PROJECT ADMINISTRATION

The Construction Manager will also perform the following general project administrative duties:

- a) Prepare a monthly summary of total construction management service charges made to each task. This summary shall present the contract budget for each task, any re-allocated budget amounts, the prior billing amount, the current billing, total billed to date, and a total percent billed to date. Narratives will contain a brief analysis of budget-to-actual expenditure variances, highlighting any items of potential concern for Authority consideration before an item becomes a funding issue.
- b) Provide a summary table in the format determined by the Authority indicating the amount of DBE firm participation each month based upon current billing and total billed to date.
- e) Provide a monthly invoice in the standard format determined by the Authority that will present charges by task, by staff members at agreed-upon hourly rates, with summary expense charges and subconsultant charges. Detailed support documentation for all Construction Manager direct expenses and subconsultant charges will be attached.

The Construction Manager shall demonstrate the availability of qualified personnel to perform construction engineering and construction contract administration.

The Construction Manager shall maintain a suitable construction field office in the project area for the duration of the project. Under a separate contract with the Authority, the Construction Contractor will be required to provide a construction trailer for the construction management team's use which shall include desks, layout table, phone, computers, fax machine, reproduction machine, file cabinets and for use for weekly construction meetings. The Construction Manager shall provide all necessary safety equipment required for their personnel to perform the work efficiently and safely. The Construction Manager personnel shall be provided with radio or cellular-equipped vehicles, digital camera, and personal protective equipment suitable for the location and nature of work involved.

The Construction Manager shall provide for the consultant field personnel a fully operable, maintained and fueled pick-up truck which is suitable for the location and nature of work to be performed (automobiles and vans without side windows are not suitable). Each vehicle shall be equipped with an amber flashing warning light visible from the rear and having a driver control switch.

The Construction Manager field personnel shall perform services in accordance with Caltrans and FHWA criteria and guidelines and subject to the following general requirements:

All reports, calculations, measurements, test data and other documentation shall be prepared on forms specified and/or consistent with Caltrans standards.

All construction management services and construction work must comply with the requirements of the Authority, Caltrans, US Coast Guard and TIDA. The Construction Manager will report directly to Eric Cordoba, the Authority's Project Manager.

The Construction Manager shall demonstrate competency in all fields of expertise required by this RFP. The Authority is undertaking this effort in its capacity as CMA for San Francisco and in cooperation with TIDA, the City's Mayor's Office, and Caltrans District 04.

Project schedule: the Authority desires to adhere to the milestone schedule shown below for the consultant contract to perform pre-construction and construction management services.

Notice to Proceed (NTP) Pre-construction Services July 2013

• Perform Pre-construction Services

Notice to Proceed (NTP) Construction Services

• Perform Construction Management Services

July 2013 - October 2013

November 2013

November 2013 - October 2016

Appendix G Construction Contractor Budget

Appendix H Construction Phase Budget

Construction Phase Budget

The budget and projected cash flow for the Construction Phase is as follows:

Description of Work	Fiscal Year 2013/14	Fiscal Year 2014/15	Fiscal Year 2015/16	Total Budget
1. Construction Capital	\$ 3,106,714	\$ 41,893,572	\$ 20,899,714	\$ 65,900,000
2. Construction Management Support	\$ 1,543,391	\$ 2,659,726	\$ 2,254,595	\$ 6,457,712
3. Other Estimated Support	\$ 1,229,006	\$ 2,117,945	\$ 1,795,337	\$ 5,142,288
Total Construction Phase Budget	\$ 5,879,111	\$ 46,671,243	\$ 24,949,646	\$ 77,500,000

Billing Rates

The rates for project management services set forth below may be adjusted to reflect the rate determined in any amendment of the project management oversight (PMO) contract between the Authority and the PMO consultant.

The rates for Authority services set forth below may be adjusted to reflect salary adjustments for applicable staff members.

Туре	Classification	Hourly Billing Rate	
Project Management Services	Principal	\$239.09	
Project Management Services	Technical/Clerical Support	\$94.50	
Administrative Services	Executive Staff and Principal Engineers	\$168.82 - \$239.44	
Administrative Services	Senior Engineers and Analysts	\$105.59 - \$131.87	
Administrative Services	Administrative	\$56.70 - \$100.49	
Administrative Services	Legal Services	\$389.00	
Administrative Services	Audit Services	\$347.00	

Appendix I Assignment of Rents and Memorandum of Assignment [to be attached]















Item 6 (a) DRAFT Minutes of Meeting Treasure Island Development Authority July 10, 2013 Room 400, City Hall 1 Dr. Carlton B. Goodlett Place

Mirian Saez, Director of Island Operations Asia Steeves, Commission Secretary

Call to Order

1:35 PM

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1.

Present

Claudine Cheng (1:40pm) Larry Del Carlo

John Elberling (1:45pm) 18 19 Larry Mazzola, Jr., VP 20

Mark Dunlop

Jean-Paul Samaha (1:42pm)

Excused

Supervisor Jane Kim, Ex-Officio

SEP - 9 20/3

Director Richardson welcomed attendees and introduced City Administrator Naomi

28 29 Ms. Kelly introduced Bob Beck, a new TIDA staff member. With Michael Tymoff's 30 31

departure, Mr. Beck will carry on with the development activities on Treasure Island. Ms. Kelly gave brief overview of Mr. Becks work history with the City and with the Trans Bay project noting that he has engineering, infrastructure, planning and

development experience. 33

Bob Beck expressed appreciation for opportunity to work on the TI development project. Director Richardson spoke in favor of Bob Beck's appointment to Treasure Island.

General Public Comment 2.

Mark Connors, Island Resident, discussed the Community Watch crime prevention efforts and invited Board Members and meeting attendees to National Night Out on August 6th, a Community Watch meeting on Aug 7th and Captain Redmond's on-Island meeting on Sept 18th.

42 43 3a. Directors Report'

Ms. Saez, Director of Island Operations, started her report with a review of Public Safety issues. There were four burglaries reported in June. The John Stewart Company (JSCO) has directed their private security company to increase patrol in the residential areas to complement SFPD's staffing plan, Ms. Saez invited Captain Redmond to speak during her report.

- 49 Captain Mike Redmond, Southern Station, discussed crime prevention successes.
- 50 Discussed staffing and other ideas to serve preventative and enforcement efforts.
- 51 Discussed recent car break-ins and crimes of opportunity. Discussed partnership with the
- 52 private security company, PPS, Captain Redmond stated that two Sergeants have been
- 53 added to work with Block Watch and the residential community directly.
- 54 In response to an inquiry from Director Dunlop, Captain Redmond provided a non-
- 55 emergency phone number and encouraged residents to call 911 if they see a crime in 56 progress.
- 57 Director Richardson expressed the importance of ensuring that repeat offenders are not 58 allowed to continue to live on Treasure Island.
- 59 Director Mazzola thanked Captain Redmond for his continued efforts.
- 60 Ms. Saez continued with her report. Power outages discussed as there was one unplanned 61 and one planned outage in June. Clipper Cove Restoration Project discussed. This
- project will end in mid-October and will not impact the Dragon Boat Festival or 62 63
- recreational anchoring Ms. Saez announced that Caltrans will provide information
- regarding the bridge closure and vehicle access plan for TI residents. Quality of life: 64
- 65 Emergency Plan changes discussed. Annual Island clean-up in June collected 3.7 tons of
- recyclables, one ton of garbage and 5.2 tons of eWaste. Leasing activities discussed: 66
- 67 Waivers granted to the Port of SF, Berkeley Police Department and SFPD Marine unit.
- 68 Three new subleases signed generating \$32,000 in additional annual revenue. Special
- events discussed: TI Flea returned to Great Lawn July 27th and 28th. Fourth of July 69
- 70 events brought record crowds to Treasure Island, Upcoming events: Treasure Island
- 71 Museum Association (TIMA) lecture series presented by Jay Wallace on July 13th.
- Community meeting July 16th to discuss security and bridge closure. National Night Out 72
- on Aug 6th. 73 74 Ms. Saez introduced Project Office Summer Intern Hubert Low. Ms. Saez reminded 75 Board Members that Board is in recess for month of August. Next meeting will be held
- 76 on Wednesday, Sept 11th. 77

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79 Report by Treasure Island Director 3h.

- Bob Beck, Treasure Island Director, gave brief update relating to the development plan. Mr. Beck recognized Adam Nguyen with the City Administrators office for being helpful during his transition to the TIDA Project office. Mr. Beck stated that his immediate concerns are the Memorandums of Agreement with SFCTA for ramp construction management with construction slated to begin in January or February 2014. Other priorities include lining up the property conveyance and taking the renewal of Cooperative Agreement with the Navy to the Board of Supervisors. Mr. Beck stated that he will continue to be immersed in the development process and will provide updates at future meetings.
- 89 90 There was no public comment.

Communications

- 94 There was no discussion on Communications by Directors.
- 95 There was no public comment. 96

Ongoing Business by Board of Directors

98 There was no discussion on Ongoing Business by Board of Directors.

There was no public comment.

6. Consent Agenda

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- a. Approving the Minutes of the June 12, 2013 Meeting
 - b. Resolution Approving Fiscal Year 2013/14 Minimum Monthly Rental Rate Schedule
 - c. Resolution Approving and Authorizing Revisions to the Treasure Island Rental Policy for Special Events and Event Venue Rate Schedule
- d. Resolution Approving and Authorizing Execution of (i) the Professional Services Agreement Retween the Treasure Island Development Authority and Boys & Girls Clubs of San Francisco for the Period from July 1, 2013 to June 30, 2014, in an amount not to exceed \$146,990; and (ii) Sublease No. 702 for Buildings 33A and B located at Former Treasure Island Elementary School - 401-13th Street, Treasure Island

There was no public comment.

Director Dunlop motioned for approval.

Director Mazzola, Jr. seconded.

The consent agenda was approved unanimously.

7. Informational Presentation by Caltrans relating to the Labor Day 2013 Bridge Closure

Margena Wade, Caltrans Community Outreach Manager, walked the Board members through a power point presentation relating to the upcoming bridge closure noting that the new span will be the world's biggest self-anchored suspension span. Reviewed issues with current span, plans for future western span and reason for pending bridge closure. 130 Closure will begin at 8pm on a date TBD and will require five days of work. All on ramps in San Francisco will be closed starting at 7th Street. Via the First Street on-ramp. citizens will have access to Treasure Island 24 hours a day. Caltrans is working with weddings and events on Island to ensure information and access is available. Discussed 134 access passes and check points for residents and on-Island businesses and discussed outreach to taxis and car shares. First Street on- ramp in SF will be the only check point 136 and on- ramp to the western span of the Bay Bridge. SFPD, CHP and some auxiliary 137 community based organization workers will be checking access passes. Muni 108 will 138 run as usual. Director Dunlop stated that the last closure went very smoothly for 139 residents. In response to an inquiry from Director Richardson, Ms. Wade confirmed that 140 TI Caltrans office will be open during the closure and Caltrans has added security and admin personnel through Job Corps.

There was no public comment.

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149	8. Resolution Approving Two Memoranda of Agreements Between the
150	Treasure Island Development Authority ("Authority") and the San Francisco
151	County Transportation Authority, one to complete Preliminary Engineering and
152	Design for the I-80/Yerba Buena Island Interchange Improvement Project and for
153	Right of Way Services, and one to complete the Construction Phases of the Yerba
154	Buena Island Ramps Improvement Project, in Amounts Not to Exceed \$4,200,000
155	and \$46,700,000, Respectively, and to Authorize the Treasure Island Director to
156	Negotiate the Specific Terms of the Agreements, subject to the approval of the
157	City's Board of Supervisors
158	Bob Beck, Treasure Island Director, gave background on the existing and proposed
159 160	Memorandums of Agreement (MOA's) with the SFCTA. Two MOA's are currently in place with the first being implemented in 2008 with several amendments since. In 2011
161	the larger MOA with SFCTA designated SFCTA as the mobility agency for T1. 100% of
162	cost is expected to be reimbursed by the Federal Highway Bridge Program and State Pro
163	1b funds. Discussed proposed on and off ramps serving the west bound bridge on the east
164	side of the Island. Discussed current design status of the project and right of way
165	certification. Award of construction management consultants is pending approval and
166	execution of these MOA's. SFCTA will award the construction management consultant
167	services contract and advertise the construction contract for ramps with intention of
168	awarding by November of this year and with construction starting by January 2014.
169	In response to an inquiry from Director Richardson, Eric Cordoba, YBI Ramps
170	Construction Manager, stated that the construction timeline will span 24 months.
171	In response to an inquiry from Director Cheng, Mr. Cordoba stated that the funding of
172	this project has no impact on TIDA's operational budget.
173	In response to an inquiry from Director Richardson, Mr. Cordoba stated that the new YB
174	ramps will have a mechanism for ramp counting and metering.
175	There was no public comment.
176	
177	Director Dunlop motioned for approval:
178	Director Cheng seconded.
179	This item was passed unanimously.
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181	9. Discussion of Future Agenda Items by Directors
182	Director Dunlop noted that his iPad has added efficiency and encouraged all Board
183	members to utilize paperless options during the meetings.
184	•
185	10. Possible Closed Session to Confer with Real Property Negotiators
186	There was no Closed Session.
187	There was no public comment.
188	

189 190 191 11. Adjourn
The meeting was adjourned at 2:30PM.

1 Minutes of Meeting 2 Treasure Island Development Authority 3 July 10, 2013 4 Room 400, City Hall 5 1 Dr. Carlton B. Goodlett Place 6

> Mirian Saez, Director of Island Operations Asia Steeves, Commission Secretary

1. Call to Order

1:35 PM

Present

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14 Linda Richardson, President 15 Claudine Cheng (1:40pm)

Larry Del Carlo 16

17 John Elberling (1:45pm)

18 Larry Mazzola, Jr., VP

19 Mark Dunlop

Jean-Paul Samaha (1:42pm)

Excused

Supervisor Jane Kim, Ex-Officio

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Director Richardson welcomed attendees and introduced City Administrator Naomi Kelly.

Ms. Kelly introduced Bob Beck, a new TIDA staff member. With Michael Tymoff's departure, Mr. Beck will carry on with the development activities on Treasure Island.

29 30 Ms. Kelly gave brief overview of Mr. Becks work history with the City and with the

31 Trans Bay project noting that he has engineering, infrastructure, planning and 32 development experience.

Bob Beck expressed appreciation for opportunity to work on the TI development project. Director Richardson spoke in favor of Bob Beck's appointment to Treasure Island.

2. General Public Comment

36 37 Mark Connors, Island Resident, discussed the Community Watch crime prevention 38 efforts and invited Board Members and meeting attendees to National Night Out on August 6th, a Community Watch meeting on Aug 7th and Captain Redmond's on-Island 39 40 meeting on Sept 18th.

3a. **Directors Report**

Ms. Saez, Director of Island Operations, started her report with a review of Public Safety 44 issues. There were four burglaries reported in June. The John Stewart Company (JSCO)

45 has directed their private security company to increase patrol in the residential areas to 46 complement SFPD's staffing plan. Ms. Saez invited Captain Redmond to speak during

47 her report.

48 Captain Mike Redmond, Southern Station, discussed crime prevention successes.

49 Discussed staffing and other ideas to serve preventative and enforcement efforts.

- 50 Discussed recent car break-ins and crimes of opportunity. Discussed partnership with the
- 51 private security company, PPS. Captain Redmond stated that two Sergeants have been
- 52 added to work with Block Watch and the residential community directly.
- 53 In response to an inquiry from Director Dunlop, Captain Redmond provided a non-
- 54 emergency phone number and encouraged residents to call 911 if they see a crime in
 55 progress.
- 56 Director Richardson expressed the importance of ensuring that repeat offenders are not
- 57 allowed to continue to live on Treasure Island.
- 58 Director Mazzola thanked Captain Redmond for his continued efforts.
- 59 Ms. Saez continued with her report. Power outages discussed as there was one unplanned 60 and one planned outage in June. Clipper Cove Restoration Project discussed. This
- 61 project will end in mid-October and will not impact the Dragon Boat Festival or
- 62 recreational anchoring. Ms. Saez announced that Caltrans will provide information
- 63 regarding the bridge closure and vehicle access plan for TI residents. Quality of life:
- 64 Emergency Plan changes discussed. Annual Island clean-up in June collected 3.7 tons of
- 65 recyclables, one ton of garbage and 5.2 tons of eWaste. Leasing activities discussed:
- Waivers granted to the Port of SF, Berkeley Police Department and SFPD Marine unit.
- 67 Three new subleases signed generating \$32,000 in additional annual revenue. Special
- 68 events discussed: TI Flea returned to Great Lawn July 27th and 28th. Fourth of July
- events brought record crowds to Treasure Island. Upcoming events: Treasure Island
 Museum Association (TIMA) lecture series presented by Jay Wallace on July 13th.
- 17 Community meeting July 16th to discuss security and bridge closure. National Night Out on Aug 6th.
 - Ms. Saez introduced Project Office Summer Intern Hubert Low. Ms. Saez reminded Board Members that Board is in recess for month of August. Next meeting will be held on Wednesday, Sept 11th.

78 3b. Report by Treasure Island Director

Bob Beck, Treasure Island Director, gave brief update relating to the development plan. Mr. Beck recognized Adam Nguyen with the City Administrators office for being helpful during his transition to the TIDA Project office. Mr. Beck stated that his immediate concerns are the Memorandums of Agreement with SFCTA for ramp construction management with construction slated to begin in January or February 2014. Other priorities include lining up the property conveyance and taking the renewal of Cooperative Agreement with the Navy to the Board of Supervisors. Mr. Beck stated that he will continue to be immersed in the development process and will provide updates at future meetings.

There was no public comment.

4. Communications

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93 There was no discussion on Communications by Directors.

94 There was no public comment.

5. Ongoing Business by Board of Directors

There was no discussion on Ongoing Business by Board of Directors.

There was no public comment.

6. Consent Agenda

- a. Approving the Minutes of the June 12, 2013 Meeting
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Resolution Approving Two Memoranda of Agreements Between the

149 Treasure Island Development Authority ("Authority") and the San Francisco

- County Transportation Authority, one to complete Preliminary Engineering and 150 Design for the I-80/Yerba Buena Island Interchange Improvement Project and for 151
- Right of Way Services, and one to complete the Construction Phases of the Yerba 152
- 153 Buena Island Ramps Improvement Project, in Amounts Not to Exceed \$4,200,000
- 154 and \$46,700,000. Respectively, and to Authorize the Treasure Island Director to
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- the larger MOA with SFCTA designated SFCTA as the mobility agency for TI, 100% of 160
- cost is expected to be reimbursed by the Federal Highway Bridge Program and State Prop 161
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- 163 side of the Island. Discussed current design status of the project and right of way
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- 173 ramps will have a mechanism for ramp counting and metering.
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- 178 This item was passed unanimously.
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- 183
- 184 10. Possible Closed Session to Confer with Real Property Negotiators
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- 186 There was no public comment.
- 187
- 188 11. Adjourn
- 189 The meeting was adjourned at 2:30PM.
- 190







